
McM


McM

604hd

I N D E X

ORDINANCE	CONTENTS	PAGE
1930	Ratifying and approving a contract entered into on the twenty eighth day of December, 1937by and between the City of Fort Wayne, by and through its Board of Public Works and Cole, Moore and Geupel, Inc.	1
1931	Regulating the business of dealing in Motor Vehicles and used parts thereof and requiring that dealers be licensed as such	3
1932	Authorizing the Board of Public Safety to sell certain used equipment and junk owned by the Fire Department	8
1933	Amending Section 2 of General Ordinance no. 1887 , regulating time of delivery of milk, cream, buttermilk or modified milk.	9
1934	Ratifying and approving a certain conveyance of real estate to Edward D. Ayers and Gertrude Ayers.	10
1935	Ratifying and approving a contract and agreement between MIDLAND SALES CORPORATION AND CITY OF FORT WAYNE	11
1936	Supplementing General Ordinance no. 1436 on zoning	13
1937	PLUMBING CODE	14-52
1938	Changing the name of Emerson Avenue to Poinsette Drive	52
1939	Special Session to pass 1939	53
	Clerk's Notice	53
	Sergeant-at-Arms Return of Call	54
	Report of the Committee of the Whole	54
	GENERAL ORDINANCE 1939----Concerning the construction and operation, by the City, of sewage treatment works, the issuance of revenue bonds to provide for the cost thereof, the collection, segregation and distribution of the revenues of said works, the safeguarding of the interests of the holders of the said bonds, and other matters connected therewith.	55
	Report of Committee on Sewers	68
1940	Ratifying and approving a contract for above bonds.	68
1941	Designating the Fort Wayne National Bank as Paying Agent of certain bond issues.	72
1942	Fixing tax levy for city purposes.	74
1943	Ratifying a contract between Hipskind Heating and Plumbing Co. and the City.	75
1944	Ratifying and approving a contract and agreement between the City of Fort Wayne and the State Highway Commission.	80
1945	An Ordinance fixing the compensation for Certain City Officials and Employees.	83
1946	Changing the name of Purman Street to East Woodland Ave.	84
1947	Ratifying and approving a certain contract made and entered into by and between THE JOURNAL-GAZETTE COMPANY of Fort Wayne, Indiana and the CITY OF FORT WAYNE.	84
1948	Ratifying and approving contract with Bass Engineering Company	87
1949	Repealing General Ordinance No. 1793 (Disannexation)	97
1950	Amending No. 1436 (Masterson Avenue, Lafayette St. and Hanna St. Zoning)	98
1951	Amending No. 1436 (Pontiac, Central Drive, and Anthony Blvd. Zoning)	99
1952	Ratifying and approving contract between American Engineering Company and City of Fort Wayne, Indiana	100
1953	Ratifying and approving contract with Babcock and Wilcox	103
1954	Ratifying and approving contract with International Harvester Company	106

60AHd

1955	Fixing the salaries of the Employees in the Engineer's office	108
1956	Ratifying and approving the contract between the City and A. Arcari	109
1957	Amending No. 1436 (Purman's First Addition Zoning)	120
1958	Amending Plumbing Code	121
1959	Ratifying and approving a contract between the City and J. D. Adams Company	122
1960	Ratifying and approving a contract between the City and John Dehner Company	124
1961	Amending No. 1436 (Lakeside Park Addition Zoning)	133
1962	Ratifying purchase of real estate.from Commercial Improvement Company and H. C. Rockhill and Valette R. Rockhill, Husband and wife	134
1963	Ratifying and approving a contract between the City and Gargaro Company, Inc.	137
1964	Ratifying and approving a contract between the City and Chain Belt Company	148
1965	Ratifying and approving a contract between the City and Hardinge Company	153
1966	Ratifying and approving a contract between the City and Chain Belt Company	158
1967	Ratifying and approving a contract between the City and Jeffrey Manufacturing Company	163
1968	Ratifying and approving a contract between the City and Roots Connersville Blower Corporation	168
1969	Ratifying and approving a contract between the City and Roots Connersville Blower Corporation	174
1970	Ratifying and approving a contract between the City and Yeomans Brothers Company	180
1971	Ratifying and approving a contract between the City and Pacific Flush Tank Company	185
1972	Fixing the salaries and compensations of officers and members of the Board of Health	191
1973	Amending Section I of General Ordinance No. 1373 (Payment of fees for violation of Traffic Regulations)	192
1974	Prohibiting ths use of white canes, except by pedestrians wholly or partially blind	193
1975	Ratifying and approving a contract between the City and C. L. Schust Company	194
1976	Ratifying and approving a contract between the City and Allen-Sherman-Hoff Company	197
1977	Ratifying and approving a contract between the City and Asbestos and Asphalt Products Company	200
1978	Ratifying and approving a contract between the City and Schwegman-Witte Company	202
1979	Ratifying and approving a contract between the City and American Steel Dredge Company, Inc.	205
1980	Ratifying and approving a contract between the City and C. L. Schust Company	207
1981	Regulating the sale and delivery and hauling of solid fuel and providing for the inspection of weighing devices	210
1982	Ratifying and approving a contract between the City and Coil Construction Company, Inc.	216
1983	Repealing General Ordinance No. 1927 and amending section 2 and 3 of General Ordinance No. 1900 (Construction and operation of a sewage disposal plant)	220
1984	Authorizing the Board of Public Works to sell certain scrap iron, steel and brass and obsolete machinery	221

1985	Fixing the tax levy for City Purposes for the year 1940	225
1986	Declaring the making of unnecessary noises upon, near or adjacent to the streets, highways and other public places in the City to be a public nuisance	225
1987	Ratifying and approving a contract between the City and Charles R. Wermuth and Son, Inc.	227
1988	Regulating traffic upon the public streets of the City	230
1989	Ratifying and approving a contract between the City and Schweigman-Witte Company	231
1990	Changing the name of Cook Avenue to Northlawn Drive	237
1991	Regulating traffic upon the public streets of the City	237
1992	Ratifying and approving a contract between the City and W. A. Sheets & Sons, Inc.	238
1993	Approving a contract with the Indiana Service Corporation	245
1994	Ratifying and approving a contract between the City and Drainage Contractors,Inc.	254
1995	Approving and authorizing the execution of a Co-operation Agreement between the City and the Housing Authority	267
1996	Fixing the bond of the City Comptroller	271
1997	Ratifying and approving a contract between the City and General Electric Company	272
1998	Ratifying and approving a contract between the City and Westinghouse Electric & Manufacturing Company	275
1999	Ratifying and approving a contract between the City and John Dehner, Inc.	278
2000	Amending Ordinance No. 1436 (Zoning)	288
2001	Ratifying and approving a contract between the City and The Journal-Gazette Company	289
2002	Regulating traffic upon the public Streets of the City	292
2003	Ratifying and approving a contract between the City and General Dredging Co.	293
2004	Ratifying and approving a contract between the City and Gargaro Company, Inc.	299
2005	Ratifying and approving a contract between the City and Indiana Service Corporation	311
2006	Authorizing the Board of Public Works to sell lot No.40 Second Interurban Acre Addition and Lot No. 6, Fernhill Gardens Addition	315
2007	Ratifying and approving a contract between the City and Hipskind Heating and Plumbing Company	316
2008	Changing the name of Phillips Street to Scott Avenue	325
2009	Ratifying and approving a contract between the City and Utilities Electrical Machinery Corporation	326
2010	Ratifying and approving a contract between the City and Hagerman Construction Company	329
2011	Ratifying and approving a contract between the City and Charles R. Wermuth & Sone, Inc.	331
2012	Changing the name of Springfield Avenue to St. Joe River Drive	338
2113	Authorizing the Board of Park Commissioners to sell obsolete and used equipment	338
2014	Ratifying and approving a contract between the City and Westinghouse Electric & Manufacturing Company	339
2015	Amending General Ordinance No. 1436 (Zoning)	341
2016	Authorizing the borrowing of $35,000.00 for the purpose of refunding Real Estate Purchase Bonds of the City	343

60AHd

2017 Ratifying and approving a contract between the City and A. Arcari 348

2018 Appropriating moneys for the purpose of defraying the expenses of the City Government 353

2019 Fixing the tax levy for the City for the year 1941 358

2020 An ordinance amending General Ordinance Number 1928 fixing Salaries,Compensation and Wages of officers and employees of the city. 359

2021 An ordinance amending general ordinance No.1907, Regulating the storage of gasoline and oils . 360

2022 An ordinance ratifying and approving a certain contract and agreement between Hagerman Construction Co 361

2023 An ordinance regulating traffic upon the Public streets 364

2024 An ordinance fixing the schedule of rates and charges to be collected by the city of Ft.Wayne Ind from the owners of property served by the sewage disposal works 364

2025 An ordinance regulating traffic upon the public streets of the City of Fort Wayne Indiana. 368

2026 An ordinance fixing Salaries Compensation, and Wages of Officers and employees in the Fire, Police and Signal Departments of thenCity of Fort Wayne. 369

2027 An ordinance authorizing the issurance and sale of bonds of the City for the purpose of providing funds to be applied on the cost of acquisition of lands for airport purposes 370

2028 An ordinance appropriating the sum of One Hundred twenty-five Thousand Dollars for application on cost of acquisition of lands for airport purposes & incidental expenses. 377

2029 An ordinance ratifying a certain contract between the Journal Gazette Co and the City of Fort Wayne. 375

2030 An ordinance authorizing the Mayor of the city of Fort Wayne and the Board of Public Works to sell certain real estate. 379

2031 An ordinance requiring the, New York, Chicago and St Louis Railway Co and other railroad companys to provide protection 380

2032 An ordinance regulating construction of trailer camps. providing for sanitationof the same 381

2033 An ordinance ratifying and approving a contract and agreement between Korte Bros Inc an Indiana Corp & City of Ft.Wayne 385

2034 An ordinance authorizing the Mayor of the City of Fort Wayne to excute sewage and drainage easements with New York, Chicago & St. Louis Railroad Co. 387

2035 An ordinance with the City of Fort Wayne Indinan, and General Cable Corp, 388

2036 An ordinance ratifying and approving a certain contract between Indiana Cervice Corp and City of Fort Wayne Ind. 392

2037 An ordinance authorizing the City of Fort Wayne Indiana to purchase certain real estate for the use of the City Utilities and to expend the sum of ($20.000.00) 402

2038 An ordinance the refunding of certain outstanding Sewage Works Revenue Bonds of the City of Fort Wayne Indiana. 403

2039 An ordinance regulating traffic on the city streets of Fort Wayne Indiana. 410

2040 Ratifying and approving a contract between the City and Schwegan-Witte Co. 411

2041 Regulating traffic on Public Streets of the City of Fort Wayne Ind. 414

2042 An ordinance approving the execution of a Cooperation between the City of Fort Wayne and The Housing Authority of the City of Fort Wayne Indiana. 415

2043 An Ordinance defining "milk" and certain "milk products".

2044 An Ordinance fixing the tax levy for City purposes for the year 1942.

2045 An Ordinance annexing and making a part of the city limits of the City of Fort Wayne, Indiana, the Ten (10) feet East of the West property line as now established of Randallia Drive from the South property line of State Boulevard to the North property line of Lake Avenue.

2046 Contract between City of Fort Wayne and Indiana Service Corporation granting to the Indiana Service Corporation the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches on certain streets and public places as therein specified.

2047 An Ordinance ratifying and approving a contract entered into on the 5th day of August, 1941, by and between the City of Fort Wayne, Ind. by and through its Board of Public Works and the Terminal Service Company.

2048 An Ordinance authorizing the City to grant to Northern Indiana Public Service Co. an easement to lay gas mains over portions of real estate known as the Paul Baer Field, now being used by the U. S. Government as an Army Air Base.

2049 An Ordinance changing the name of Gumpper Avenue to Oakdale Drive between Lafayette Street and Hoagland Avenue, in the City of Fort Wayne, Indiana.

2050 An Ordinance authorizing the Acceptance of Certain Payments in Lieu of Taxes from the Administrator of the Federal Works Agency, Approving a form of contract with the Federal Works Administrator with Respect thereto, and authorizing the execution of said contract.

2051 An Ordinance authorizing the Mayor of the City of Fort Wayne and the City Clerk of the City of Fort Wayne to execute a quit-claim deed for and on behalf of the City of Fort Wayne to W. S. Ritman, Receiver of the Old-First National Bank and Trust Company of Fort Wayne.

2052 An Ordinance authorizing the Comptroller of the City of Fort Wayne to pay the Fort Wayne National Bank of Fort Wayne, Paying Agent of "City of Fort Wayne Municipal Airport Bonds of 1941, Series Y, 1-1/4%" an agency fee for paying the interest and principal on said bonds.

2053 An Ordinance ratifying and approving a contract entered into on the 22nd day of September 1941 by and between THE TERMINAL SERVICE COMPANY, of Cincinnati, Ohio, and THE CITY OF FORT WAYNE, of Allen County, Indiana.

2054 An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between BABCOCK & WILCOX COMPANY, a New Jersey Corporation, and THE CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS.

2055 An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a Pennsylvania corporation, and THE CITY OF FORT WAYNE, of AllenCounty, Indiana, by and through its BOARD OF PUBLIC WORKS.

2056 An Ordinance authorizing the BOARD OF PUBLIC WORKS to sell scrap copper, cast iron and steel, scrap brass and other obsolete equipment of the Municipal Light and Water Plant of the City of Fort Wayne.

2057 An Ordinance authorizing the BOARD OF PUBLIC WORKS and the COMPTROLLER of the CITY OF FORT WAYNE to appropriate and expend a sum not to exceed Thirty Thousand ($30,000.00) Dollars from item no. 965 - north side track elevation fund, for the purpose of acquiring by condemnation or purchase, real estate and right of ways in connection with the erection and construction of a new overhead bridge at Spring Street, where said Street intersects with the right of way of the G.R. & I Railroad tracks, owned and operated by the PENNSYLVANIA RAILROAD.

2058 An Ordinance creating a Municipal Defense Council, prescribing its duties and declaring an emergency.

2059 An Ordinance supplementing General Ordinance No. 1436, and the same being "An
2060 Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine
2061 the area of courts, yards and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified used; to establish building lines; and for such purposes to divide the city into districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928.

2062 An Ordinance fixing the salaries, compensation and wages of officers and employees of the City of Fort Wayne, Indiana.

60A10

2063 An Ordinance appropriating and transferr ng the sum of Fifty Thousand Dollars ($50,000.00) from the City Light and Power Utility of theCity of Fort Wayne, to the General Fund of the City of Fort Wayne, during the year 1942, and appropriating said sum to the use of said General Fund.

2064 An Ordinance relative to the Municipal Defense Council.

2065 An Ordinance r.t fying and approvin a certain contract made and entered into by and between THE JOURNAL*GAZETTE COMPANY of Fort Wayne, Indiana, and the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS.

2066 An Ordinance creating a Civilian Defense Fire Department and a Civilian Defense Police Department as amended this 13th day of January 1942.

2067 An Ordinance amending Section 5 of General Ordinance No. 1660

2068 An Ordinance creating a Bureau of Smoke Abatement and the position of smoke inspector and assistants.

2069 An Ordinance modifying Cooperation Agreement between the City of Fort Wayne and The Housing Authority of the City of Fort Wayne.

2070 An Ordinance creating a Civilian Defense Communications & Signal Department.

2071 An Ordinance authorizing the Board of Public Works of the City of Fort Wayne to sell certain obsolete equipment, scrap iron and steel of the Street Department of the City of Fort Wayne.

2072 An Ordinance regulating traffic of the City Streets of the City of Fort Wayne, Allen County, Indiana.

2073 An Ordinance Prescribing War Time Suspending Ordinances in Conflict Therewith.

2074 An Ordinance defining Civilian Defense "Control System", "Control Center" and "Insignia" of Civilian Defense Wardens andVolunteers.

FRONT

GENERAL ORDINANCE NO. 1930

AN ORDINANCE ratifying and approving a contract entered into on the twenty eighth day of December, 1937 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Cole, Moore and Geupel, Inc., party of the Secon part.

WHEREAS, heretofore on the twenty eighth day of December, 1937 the City of Fort Wayne by and through its Board of Public Works, entered into a contract with Cole, Moore and Geupel, Inc., an Indiana Corporation, which contract is in the Following words:

C O N T R A C T

THIS AGREEMENT, made this twenty eighth day of December, 1937 by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and Cole, Moore and Geupel, Incorporated, an Indiana Corporation, Party of the Second Part, WITNESSETH:

That in consideration of the mutual promises and agreements herein contained it is by the parties agreed that:

1. This contract shall be considered as supplemental to and independent of an agreement between the same parties covering the subjectmatter of this contract and which was heretofore approved by the Common Council of said City under and by General Ordinance No. 1896.

2. That this agreement shall become binding and effective upon passage and approval by the Mayor of an Ordinance now pending before the said Common Council of said City amending Sections 2 and 3 of General Ordinance No. 1900, passed by the Common Council of said City on the ninth day of March, 1937.

3. The Party of the Second Part is hereby employed by the Party of the First Part to make surveys, inspections, tests, investigations, drawings and estimates to ascertain, show and demonstrate to the Party of the First Part the nature and kind of a Sewage Treatment and Disposal Plant that can be constructed and procured, and what old sewers can be reconstructed and enlarged and what new sewers can be laid to relieve the present overburdened sewer system which is the cause of flooded basements and cellars in many sections of the city, as well as what grounds for the location of such plant, the Rights of Way for such sewers and the equipment necessary in the construction and maintenance of such plant can be procured within the sum of three million dollars as the total cost thereof to said City and yet extensive and sufficient enough to fully comply with the order of the Department of Commerce and Industry of the State of Indiana ordering the City to remove sewage from the rivers and to abate pollution of the rivers in the City of Fort Wayne with impure and poisonous matters and waste. The work shall begin immediately and completed with reasonable promptness and dispatch.

4. The First Party agrees to pay the Second Party, and The Second Party agrees to accept, for said work and services the sum of seven thousand five hundred dollars ($7500.00) to be payable on or about the first day of April, 1938.

In the event the Sewage Treatment and Disposal Plant and necessary

60410

appurtenances and interce ting sewers are constructed by said City under and pursuant to General Ordinance 1900 as Amended by Ordinance to finally passed on December 28, 1937, then the sum to be so paid to Party of the Second Part hereunder shall be applied upon the amount of the Commission due the Party of the Second Part under this contract, approved by General Ordinance 1896 at the time of the completion of the final plans, drawings and specifications for said work and the acceptance of the same by the City.

WITNESS our hands and seals this twenty eighth day of December, 1937.

CITY OF FORT WAYNE

BY Robert G. Beams

A. T. Andersen

J. H. Johnson

Its Board of Public Works

COLE, MOORE AND GEUREL, INCORPORATED

BY Chas. W. Cole

Its Pres.

NOW THEREFORE, BE IT ORDA NED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

SECTION I. That the contract heretofore entered into on the twenty eighth day of December, 1937 by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and Cole, Moore and Geurel, Inc., a corporation organized under the laws of the State of Indiana and which contract is fully set out in the preamble hereto be and the same is hereby in all things ratified, confirmed and approved.

SECTION2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Frank A. Wyss

Arno C. Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote; (Ayes---8 Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11 day of January, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.1930

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 18 day of January, 1938

LEONARD H. ELLENWOOD, City Clerk

Approved this 18th day of January, 1938

H. W. BAALS, Mayor

GENERAL ORDINANCE NO. 1931

AN ORDINANCE REGULATING THE BUSINESS OF DEALING IN MOTOR VEHICLES AND USED PARTS OF MOTOR VEHICLES AND REQUIRING THAT AUTOMOBILE DEALERS BE LICENSED AS SUCH: CREATING A COMMITTEE ON AUTOMOBILE DEALERS' LICENSES: PRESCRIBING THE METHOD FOR HANDLING SUCH LICENSING: REQUIREMENTS OF APPLICANT: FEES: PENALTIES: DISPLAY OF LICENSES: REVOCATION, EXPIRATION AND RENEWAL OF LICENSES: BOOKS, RECORDS, REPORTS, DUTY TO KEEP: POLICE DEPARTMENT, SUPERVISION OF LICENSES AS AMENDED THIS 22nd DAY OF FEBRUARY, 1938.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION I. It shall be unlawful for any person, or persons, firm partnership or corporation to engage in, carry on, maintain or conduct the business of buying, selling or dealing in motor vehicles or the used parts thereof, in the City of Fort Wayne, unless and until such person shall have applied for and received a license so to do from the City Controller of the City of Fort Wayne, Indiana. Any license or licenses issued under the terms and provisions of this Ordinance are not transferable.

SECTION 2. Any person, or persons, firm, partnership or corporation desiring to obtain a license to conduct, maintain, carry on or engage in the business of buying, selling or dealing in motor vehicles or the used parts thereof shall make application therefore, in writing to the City Controller of the City of Fort Wayne, Indiana.

SECTION 3. The application of no person, or persons, or partnership shall be considered until said person or members of said partnership have become bonafide residents of the State of Indiana.

SECTION 4. All application forms shall be prescribed and furnished by the City Controller and shall contain the following information: (a) the name and post office address of the applicant; (b) whether the applicant is a person, or persons, firm, partnership or corporation; (c) the street number of the building, structure or place in which the applicant intends to carry on, maintain, conduct or engage in such business; (d) such other information as the Committee on Automobile Dealers' Licenses, hereinafter provided for, or the City Controller shall require. The application shall be signed by the applicant or its proper officers.

SECTION 5. Each application filed with the City Controller must be accompanied by a fee of twenty-five dollars ($25.00); fifteen dollars ($15.00) of which shall be returned to the applicant in the event of rejection of his application; the remaining ten dollars ($10.00) shall be retained by the City of Fort Wayne, in the General Fund, to cover the cost of considering and investigating said application. In the event the license is granted, then the entire twenty-five dollars ($25.00) shall be retained by the City of Fort Wayne as a license fee for said license. For each additional location there shall be a licensing fee of five dollars ($5.00); and there must an application filed for each and every location for which applicant seeks a license to do business; and

said application for each and every location must be considered and approved by the Committee on Automobile Dealers' Licenses as hereintofore and hereinafter provided.

Said second application for a license to operate as an automobile dealer in the City of Fort Wayne shall differ in no respect from the first application except that a fee of five dollars ($5.00) shall be required instead of twenty-five dollars ($25.00).

SECTION 6. Approval of license to do business on one location by the Committee does not in itself warrant the issuance of a second license to do business on a second location; but said additional licenses sought by any person, persons, firm, partnership or corporation shall be considered by the Committee and said application for a license or licenses covering additional location or locations may be rejected by said Committee, for cause, hereinbefore and hereinafter provided for.

SECTION 7. The City Controller shall upon the filing of an application for license notify the members of the Committee before whom said applicant shall appear in person at said Committee's next regular meeting, hereinafter provided for.

SECTION 8. In order to aid the supervision of the sale of cars and used parts to the end that only cars and used parts lawfully subject to sale and that only legitimate dealers shall engage in the sale of cars and used parts; and in order to safe-guard life, health and property rights; and to insure safety, to avoid nuisances and fire hazzards, to regulate locations with above mentioned factors in view, there shall exist a Licensing Committee of Automobile Dealers' Licenses which shall consist of five (5) members; (I) the Chief of Police; (2) the City Attorney; (3) one member of the Common Council of the City of Fort Wayne, to be appointed by the President of the Common Council; (4) Two (2) automobile dealers, appointed by the Fort Wayne Auto Trades Association of Fort Wayne, Indiana. This Committee shall at its first meeting elect such officers as deemed necessary.

SECTION 9. Said Committee shall meet on the first Monday of each month. or at a time reasonable and convenient, to be designated by the Committee, upon notification by the City Controller that applications for a Car Dealer's License in the City of Fort Wayne has been filed with said City Controller. Special meetings may be called by the chairman of said Committee, at any time deemed necessary upon written notice of all members.

SECTION 10. It shall be the duty of said Committee to decide whether (I) said applicant is a person of good moral character; or if a partnership, whether said partners are men of good moral character; (2) whether applicant is a bona fide resident of the State of Indiana; (3) whether applicant proposes to engage in a legitimate car business; (4) whether said proposed location would constitute a nuisance, fire hazard or in any way jeopardize the safety of citizens as hereinbefore outlined in Section 8 of this ordinance. And said Committee shall refuse, for any cause, to authorize a license; or shall, if there is no cause for acting otherwise, authorize the City Controller to issue a license to said applicant.

SECTION II. If the applicant and the application are found to be satisfactory, and if the license fee of twenty-five dollars ($25.00), or five dollars ($5.00) for additional lots hsall have been paid, the Committee on Automobile Licenses shall authorize the City Controller to issue a license to said applicant authorizing him to conduct, maintain, engage in and carry on the business of buying, selling or dealing in motor vehicles or the used parts thereof in the City of Fort Wayne, in the place designated in such license.

SECTION 12. Each licensee shall display the license so issued in a conspicuous place in his place of business.

SECTION 13. Each licensee shall keep a book or other suitable record which shall contain an accurate description of any motor vehicle or of any used part or parts thereof purchased, taken or received by such licensee.

Every such entry shall be made at the time when such motor vehicle or used part or parts thereof are purchased, taken or received, and such book or record in which such entries are made shall be kept and preserved in and at the Fort Wayne place of business of such licensee.

In the case of used motor vehicles, the description shall include the engine number, if any; the maker's number, if any; and any other information that shall be required by the Committee, the City Controller, or the Police Department.

The book or record provided for herein shall at all reasonable times be open to the inspection of any member of said Committee, the City Controller or any duly authorized agent thereof; or any member of the police force of the City of Fort Wayne; or any member of the state Police.

SECTION 14. If the licensee shall at any time change the location of his place of business, he shall again file with the City Controller a new application for a license to do business in said location which shall be handled as hereinbefore outlined.

SECTION 15. All licenses shall be so issued as to expire on the thirty-first day of December of each year, every person having a license shall apply to the City Controller for a renewal license for the calendar year next ensuing.

All applications for renewal licenses shall be made on forms which shall be prescrived and furnished by the City Controller and shall be accompanied by a licensing fee of twenty-five dollars ($25.00); except that the license fee for a second and each additional location shall be only five dollars ($5.00).

No license shall lapse prior to the thirty-first day of January of the next year following the year for which such license was issued; and, if by such thirty-first day of January, an application for a renewal license has not been made, the former license shall lapse and become null and vild.

SECTION 16. Any one who may hereafter hold a permit as an Automobile Dealer and who discontinues business for a period exceeding thirty (30) days will automatically relinquish all right or interest in said license, and the same shal ipso facto be revoked by the Mayor without any further action on the part of the City Controller of the Committee on Automobile Dealers' Licenses.

COPIED

SECTION 17. The Committee on Automobile Dealers' Licenses is hereby authorized, for good cause shown, as set forth hereinBefore and after a hearing, to refuse to issue or renew a license, or to duly and properly advise the Mayor, for cause to revoke license. No action in refusing to issue, renew, or revoke a license shall be taken until the applicant or licensee shall have been furnished with a statement in writing of the specific charges against him and a five (5) day notice of the time and place of the hearing of said licensee shall be mailed to him by registered mail, at his last known address.

In the event that any person, persons, firm, partnership or corporation holding a permit as an Automobile Dealer shall violate or cause, or permit to be violated, any of the provisions of this ordinance, or any provisions of any other ordinance, or of any law relating to or regulating such automobile business, or any law of the State of Indiana, or shall conduct or carry on such business in an unlawful manner, or shall cause or permit such business to be so conducted or carried on unlawfully, or sell or offer for sale, used cars sold or consigned to a licensee by anyone dealing in automobiles or a finance company whose place of business is outside the State of Indiana, or to subterfuge in trying to accomplish this procedure, it shall be the duty of the Committee to notify licensee in default and after hearing as herein provided, said Committee shall duly and properly advise the Mayor, who shll in addition to the other penalties provided by this ordinance, suspend or revoke the license issued for conducting or carrying on such business.

SECTION 18. In the e ent any person, or persons, firm, partnership or corporation is issued a license under the provisions of this ordinance and the same shall be revoked for cause, no license shall be granted to such person or persons, firm, partnership or corporation to conduct or carry on such business within six (6) months after such revocation.

SECTION 19. Any person, firm, partnership, or corporation who shall violate any provision of this ordinance shall be fined in any sum not less than one dollar ($1.00) nor more than one hundred dollars ($100.00); and said person, persons, firm, partnership or corporation's license to operate as an Automobile Dealer in the City of Fort Wayne shall be revoked by the Mayor upon the advice of the Committee on Automobile Licenses after a fair hearing before such Committee as he einbefore described.

SECTION 20. Every person, persons, firm, partnership or corporation operating under the provisions of this ordinance shall be held strictly responsible for the conduct of his or their employees in so far as the sales or purchases of automobiles or motor vehicles are concerned; it shall be his or their duty to see that no automobiles or motor vehicles are sold or purchased by their or his agents, or any other person or persons, in and upon his or their premises; or location or locations, other than his or their own automobiles or motor vehicles, unless such person or persons has a license as provided for in this ordinance.

SECTION 21. Each car dealer must mail daily to the Fort Wayne Police Department a copy of the report required by the State Law to the Bureau of Motor Vehicles on the purchase of automobiles and automobile parts.

SECTION 22. All persons, or person, firms, partnerships, or corporations now operating in the business of buying, selling, exchanging or trading in automobiles and used parts of automobiles shall be permitted to continue in said business, subject, however, to all other provisions of this ordinance.

SECTION 23. No person, persons, firm, partnership, or corporation not now engaged in the car and used parts business may begin operation as said car and used parts dealer until all requirements of this ordinance has been comformed with and a license to engage in such business has been issued.

SECTION 24. It shall be the duty of the Chief of Police to designate some member of his force to make an investigation of any automobile dealers whom he might have reason to believe is not conforming to this ordinance, or any other ordinance or law pertaining to the possession and sale of automobiles and used parts of automobiles. Such office shall investigate any automobile dealer for violation of this ordinance on information given him of such violations.

It shall be the duty of said designated police officer to make a monthly report to the Committee on Automobile Dealers' licenses upon his findings.

SECTION 25. In the event any portion or provision of this ordinance is declared invalid or unconstitutional such declaration shall not affect the validity or the constitutionality of the remaining provisions of this ordinance.

SECTION 26. This ordinance shall be in full force and effect from and after its passage, signed by the President of the Council, approved by the Mayor, and after due publication according to law.

G. A. DINNEN

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote; (Ayes---8 Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22nd day of February, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 1931

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 25th day of February, 1938.

LEONARD H. ELLENWOOD, City Clerk

Approved this 3rd day of March, 1938

H. W. BAALS, Mayor

GO1163

GENERAL ORDINANCE NO. 1 9 3 2

AN ORDINANCE authorizing the Board of Public Safety of the City of Fort Wayne to sell One obsolete White Chemical Truck, One obsolete South Bend Hose wagon, One lot of old scrap iron, and One lot of junk engine parts, being obsolete and used equipment owned by the Fire Department of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Board of Public Safety of the City of Fort Wayne be and hereby is authorized to sell the following obsolete and used equipment, to-wit:

One obsolete White Chemical Truck

One obsolete South Bend Hose Wagon

One lot of old scrap iron

One lot of junk and obsolete engine parts.

SECTION 2. That all of said obsolete junk and equipment is of a value of less than One Hundred Dollars; that the same be sold without appraisement of the same.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passes by the following vote; (Ayes---8 Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22nd day of March, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1 9 3 2

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 23rd day of March, 1938.

LEONARD H. ELLENWOOD, City Clerk

Approved this 23rd day of March, 1938.

H. W. BAALS, Mayor.

GENERAL ORDINANCE NO. 1 9 3 3

AN ORDINANCE amending Section 2 of General Ordinance Number 1887, being "An Ordinance oroviding for the display of license tags on vehicles or conveyances used in the delivery of milk, cream, buttermild, or modified milk, and regulating time of delivery of milk, cream, buttermilr, or modified milk, in the City of Fort Wayne, Indiana, and providing for a penalty for the violation thereof," regulating time of delivery of milk, cream, buttermilk, or modified milk in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF TH, CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 2 of General Ordinance Number 1887 be amended to read as follows, to-wit:

"Section 2. That the delivery by any person, firm or corporation of any milk, cream, buttermilk, or modified milk, at any hour other than that between 5 o'clock A.M., and 9 o'clock P.M., shall be unlawful, except delivery of such milk, cream, buttermilk, or modified milk, to any establishment, recognized as a public eating and/or drinking place. The hours named herein shall mean the standard time or daylight saving time as may be in current use in the City of Fort Wayne."

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

FRANK A. WYSS

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---3 Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12th day of April, 1938, by a majority of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1 9 3 3

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk.

Presented to the Mayor for approved this 18th day of April, 1938.

H. W. BALS, Mayor.

60AHG1

GENERAL ORDINANCE NO. 1 9 3 4

AN ORDINANCE ratifying and approving a certain conveyance of real estate by quit claim deed from the City of Fort Wayne, Indiana, to Edward D. Ayers and Gertrude Ayers, husband and wife.

WHEREAS, on the 16th day of November, 1926, the City of Fort Wayne, Indiana, by and through its Mayor of that date, namely, William C. Geake, made and executed a certain deed of conveyance which deed conveyed the following described real estate, to wit:

Lot No. Ten (10) New Haven River Road Addition, being a subdivision of a part of Sections 9 and 10 in Township 30 North, Range 13 East, as recorded in Allen County Plat Record 5, page 45, Allen County, Indiana, except any part thereof that extends west of the east line of the River Road,
which deed is recorded in Deed Record 306, page 357, of the records in the Recorder's Office of Allen County, Indiana and,

WHEREAS, by mistake and error a proprietary interest in said real estate became vested in the said City of Fort Wayne, Indiana, a recitation of which mistake and error is made in said deed, and

WHEREAS, said deed was made only for the purpose of correcting said mistake and error in the chain of title to said real estate,

NOW THEREFORE, be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the said deed of conveyance from the City of Fort Wayne, Indiana, to said Edward D. Ayers and Gertrude Ayers, his wife, which is more pa particularly described herein, be and the same is hereby in all things ratified and approved and confirmed, as of the date of said deed.

WALTER C. VETTER

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8 Nays---none)
THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12th day of April, 1938 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1 9 3 4

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 18th day of April, 1938.

LEONARD H. ELLENWOOD, City Clerk.

Approved this 18th day of April, 1938.

H. W. BAALS, Mayor.

GENERAL ORDINANCE NO. 1 9 3 5

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between MIDLAND SALES CORPORATION, an Indiana Corporation, representative of the AUSTIN-WESTERN ROAD MACHINERY COMPANY, of Aurora, Illinois, and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 21st day of March, 1938, the MIDLAND SALES CORPORATION, an Indiana Corporation, representative of the AUSTIN-WESTERN ROAD MACHINERY COMPANY, of Aurora, Illinois, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of One (1) Austin-Western Motor Driven Street Sweeper and other parts and equipment attached thereto, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 21st day of March, 1938, by and between MIDLAND SALES CORPORATION, an Indiana Corporation, the representative of the AUSTIN-WESTERN ROAD MACHINERY COMPANY, of Aurora, Illinois, hereinafter referred to as the "Corporation", and the CITY OF FORT WAYNE, a municipal corporation of Allen County in the State of Indiana, by and through its BOARD OF PUBLIC WORKS, hereinafter referred to as the "City", WITNESSETH:

The Corporation covenants and agrees to furnish to the City the following equipment, to-wit:

One (1) Austin-Western Motor Driven Street Sweeper, equipped with 32x6 front and 36x8 rear pneumatic tires with puncture-proof tubes, electric lights, and starter, and weighing approximately 12,500 pounds, and in accordance with the specifications, by reference, are made a part of this contract.

The Corporation agrees to furnish all the extras listed in said specifications and also one (1) foot powered broom filling machine. The Corporation agrees to letter and paint said aforementioned street sweeper pursuant to instructions of the City.

The Corporation agrees to furnish an expert mechanic to instruct the operators of the City relative to the operation, greasing and handling of said street sweeper.

The City Agrees to pay to said Corporation for said equipment the sum of Seven Thousand One Hundred Ninety ($7,190.00) Dollars f.o.b., Fort Wayne, Indiana. The Corporation agrees to grant the City a 2% discount for cash, if the same is paid within thirty (30) days after delivery to the City.

The Corporation agrees to deliver said equipment within ten (10) days after an Ordinance approving the within contract has been passed by the Common Council of the City of Fort Wayne and signed by the Mayor of the City.

The Corporation agrees to test the above equipment before shipment and see to it that all parts are in harmonious working order and in proper condition to perform their respective duties.

The Corporation agrees to furnish a full set of instructions for the

6048

care and operation of said equipment and to guarantee said equipment to be well built and in good working order and agrees to replace such parts as may prove defective in material and workmanship within One (1) year from date of shipment of said equipment.

The City shall return all defective parts to the Corporation, charges pre-paid.

This contract, although executed on behalf of the City by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it first shall have been approved by the Common Council of said City and should the Common Council of said City fail to approve the same, within sixty (60) days after date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties have hereunto set our hands and seals the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
BY: ROBERT G. BEAMS Chairman
A. T. ANDERSEN
JOHN H. JOHNSON

ATTEST:
CHAS. F. HESS

MIDLAND SALES CORPORATION
J. R. SCHULTZ President
VIRGINIA D. SCHULTZ Secretary

Approved as to form and legality
WALTER E. HELMKE
City Attorney

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between MIDLAND SALES CORPORATION, An Indiana Corporation, representative of the AUSTIN-WESTERN ROAD MACHINERY COMPANY, of Aurora, Illinois, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase of one (1) Austin-Western Motor Driven Street Sweeper and other equipment and parts attached thereto, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12th day of April, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1 9 3 5

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 18th day of April, 1938.

LEONARD H. ELLENWOOD, City Clerk

Approved this 18th day of April, 1938. H. W. BALLS, Mayor

GENERAL ORDINANCE NO. 1 9 3 6

AN ORDINANCE supplement ng General Ordinance No. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of courts, yards, and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises, and location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the symbols and indications of Section 5 of the map which is a part of General Ordinance no. 1436, be and they are hereby changed and amended from those of a "C" District to those of an "A" District on the lots bounded by Maple Grove Avenue on the south; Fairfield Avenue on the east; Sherwood Terrace on the north; and the center line of the easement 140 feet west of the west property line of Fairfield Avenue from Sherwood Terrace south to Maple Grove Avenue.

SECTION 2. That this Ordinance shall be supplemental and amendatory to Ordinance No. 1436 known as the Zoning Ordinance of the City of Fort Wayne, Indiana, passed November 13, 1928. All provisions, requirements, restrictions, and penalties of said Ordinance No. 1436 shall be a part of this Ordinance and this Ordinance shall be a part of Ordinance No. 1436.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

WALTER C. VETTER

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8 Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 10th day of May, 1938, by a majority vote of all member elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1 9 3 6

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk.

Presented to the Mayor for approval on the 12th day of May, 1938.

LEONARD H. ELLENWOOD, City Clerk.

Approved this 12th day of May, 1938.

H. W. BAALS, Mayor

6040

GENERAL ORDINANCE NO. 1 9 3 7

AN ORDINANCE regulating the installation, maintenance and repair of plumbing, drainage, ventilation, water supply, gas piping and automatic sprinkler systems, of public buildings of any kind or description erected or to be erected in the City of Fort Wayne, Indiana; also in all private buildings and dwelling houses erected or to be erected in the City of Fort Wayne, Indiana; providing for licenses and permits for installation of such appratus and the supervision and inspection thereof and penalties for violation thereof; providing also for an examining board and Chief Plumbing Inspector under the direct supervision and jurisdiction of the Board of Public Health of the City of Fort Wayne, Indiana; and repealing of ordinances and parts of ordinances and amendments thereto in conflict herewith, as amended this 14th day of June, 1938.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

That immediately after the passage of this Ordinance and henceforth, it shall be unlawful for any person, firm or corporation in the City of Fort Wayne to perform or cause to be performed any plumbing for any purpose or reason whatsoever without first complying with all the provisions of this Ordinance.

That hereafter the Chief Plumbing Inspector now or hereafter appointed, and any deputy or deputies now or hereafter appointed, to work with or under said Inspector, shall be directly under the jurisdiction of the Board of Health of the City of Fort Wayne, Indiana.

SECTION 1. (a) That the Board of Public Health of the City of Fort Wayne shall appoint a Board of Examiners for the examination and registration of all plumbers operating and doing business now or hereafter in the City of Fort Wayne, Indiana.

(b) The said Board shall consist of two practical plumbers in the City of Fort Wayne, one of whom shall be a recognized plumbing contractor and one a competent journeyman plumber not in the employ of said contractor and the regularly appointed Chief Plumbing Inspector of the City of Fort Wayne hereinafter provided for.

(c) Said Board of Examiners shall serve during the incumbency of the Board of Health who made the appointments or until their successors are appointed and qualified.

(d) Said Board of Examination and Registration for their services rendered shall each receive the sum of Fifty Dollars ($50.00) per year in full, except the Chief Plumbing Inspector, whose salary shall compensate him for his services as a member of the Board of Examiners.

EXAMINATIONS

SECTION 2. (a) Be it further ordained, That said Board of Examiners shall as soon as may be, after their appointment, meet at such time and place as the Board of Health may designate, and the time of holding examination shall be the first Monday in January, first Monday in July, of each year.

(b) Said Board shall examine applicants as to their practical knowledge

of plumbing, house drainage, and plumbing ventilation, and if satisfied as to the competency of any such applicant, the City Comptroller shall, upon the presentation of any such certificate, issue a license to such person to engage in the business of plumbing in the City of Fort Wayne.

(c) Said examination shall be in writing and record of questions and answers shall be kept.

(d) Said Board of Examiners shall provide one examination for master, contractor or employer plumbers and another examination for journeyman employee plumbers.

(e)The decision shall be submitted to the Board of Health in writing and shall be final and conclusive. Provided, however, that said applicant may appeal from the decision of the Board of Examiners and the Board of Public Health to the Circuit Court of Allen County, Indiana, upon alleging that said license was fradulently refused. The decision of the Allen Circuit Court shall be final and no appeal shall lie therefrom.

(f) It shall be unlawful any person, firm or corporation to engage in the plumbing business or to do plumbing work or to alter, replace or repair any plumbing work without first having a license to do so issued under and in accordance with the provisions contained herein for the examination and licensing of plumbers.

QUALIFICATIONS
Master Plumbers - Employers - Contractors

SECTION 3. (a) That an applicant must appear before the examining board and furnish the board the following information, to-wit: Name, address, place of business, and years of experience.

(b) Each applicant shall furnish the statement of two vouchers, who shall sign under oath on forms prescribed by the board, certifying to the time the applicant has been employed as a journeyman plumber.

(c) Such vouchers who sign such applications must be at that time or within one year last past have been engaged in the plumbing business.

(d) All applications must be under oath.

(e) No person shall be examined unless he shall have had an experience of at least three years as a journeyman plumber, and is able to furnish satisfactory evidence of such fact.

(f) The Board shall inquire into the applicant's fitness and qualifications for conducting such business, and may require the applicant to submit, under oath, such evidence as will satisfy the Board that he is a person of good repute, character and responsibility.

(g) An applicant who fails in the examination shall not be eligible for another test until the expiration of six months; should he fail in the second test, he will not be eligible for a third test until the expiration of one year.

(h) Master plumbers, employers and contractors as designated in this act are defined as any person, persons, firm or corporation, who operate a plumbing business and who contract to do plumbing for the general public or any part thereof, either new or repair.

FEES AND BOND

6047

FEES AND BOND
Master Plumber - Employers - Contractors

SECTION 4. (a) Each applicant for examination shall pay the sum of $10.00, same to accompany his application to the Examination Board, and should said applicant pass the examination successfully, a further sum of $50.00 shall be paid upon the issuance of a license certificate to engage in the plumbing business; provided, however, that all persons, firms and corporations now licensed to engage in the plumbing business shall be exempt from the provisions in this section.

(b) The annual renewal fee for such license, which shall be paid to the Board of Health, shall be Fifteen ($15.00) Dollars from and after January 1, 1939, and any licensee failing to renew his license on or before January 15th of each year thereafter shall automatically surrender his right to renewal and be subject to the initial fee, the same as a new applicant, and shall also be required to take the examination unless the examining board decides that such applicant is competent without exam nation.

(c) In case of a firm, combination or corporation engaging in the business of plumbing desiring to take out license, one member of such firm, combination or corporation may elect to take out license in the manner indicated, and which license shall entitle such firm, combination or corporation to do business in the City of Fort Wayne.

(d) All licenses issued by this Board shall be for a term of one year commencing January 1, and ending December 31.

(e) That before any license is issued under the conditions of this Code, any person, firm or corporation, engaged in the plumbing business shall execute a bond to the City of Fort Wayne, said sureties to be approved by the proper official, in the penal sum of One Thousand ($1,000.00) Dollars, conditional for the faithful performance of said person, firm or corporation's duties according to the terms of this Code, and this bond shall be for the term of one year, and shall be renewed annually. Any person, firm or corporation engaged in the plumbing business shall also file with the City of Fort Wayne a public liability policy or bond with limits from Five to Ten Thousand Dollars and personal property damage policy or bond of limits of One to Ten Thousand Dollars in which the City of Fort Wayne and the said person, firm or corporation are named as co-assureds under said policy, all of said policies shall be approved by the City Attorney.

QUALIFICATIONS AND FEES
EMPLOYEES -- JOURNEYMAN PLUMBERS

SECTION 5. (a) That an applicant must appear before the Chief Plumbing Inspector and furnish information relative to his practical knowledge of plumbing.

(b) Each applicant shall furnish a voucher who shall sign a statement prepared by the Examining Board certifying his knowledge as to the ability as a journeyman plumber.

(c) This voucher shall be a licensed master plumber.

(d) Each applicant for license and registration as a journeyman plumber shall pay the sum of $1.00, same to accompany his application, and a further sum

of $1.00 per year shall be paid upon the issuance and/or renewal of a license and certificate of reg stration.

(e) The annual renewal fee for such license and registrations shall be paid to the Board of Health and shall be $1.00 per year, and all licenses is issued by the Board or Chief Plumbing Inspector shall be for a term of one year commencing January 1 and ending December 31.

(f) Employees and journeyman plumbers as designated in this act shall mean any person or persons who are engaged in or do the actual plumbing work required in the insta lation or repair of plumbing.

LICENSE NOT TRANSFERABLE

SECTION 6. (a) That a certificate of License of this Board is not transferable.

(b) No licensed and registered Master or journeyman plumber shall act as the agent for a plumber who has not obtained a license and a certificate of competency from the Examining Board of Plumbers as an Employing or Master Plumber.

(c) A violation of this rule will be deemed a sufficient reason by the Board of Health of the City of Fort Wayne for the cancellation of a license and Certificate of Registration.

CHIEF PLUMBING INSPECTOR

SECTION 7. (a) That upon the passage of this Code the Board of Health of the City of Fort Wayne shall select as Chief Plumbing Inspector who's duties shall be to carry out the provisions of this Code.

(b) Such Inspector shall be a practical plumber with at least ten years' experience as a journeyman plumber, and who is skilled and well trained in matters pertaining to sanitary regulations concerning plumbing work.

(c) No inspector so appointed shall, during his term of office, be engaged or interested in the plumbing business, or the sale of any plumbing supplies, nor shall he act as an agent either directly or indirectly for any person so engaged.

(d) The Chief Plumbing Inspector and his deputies have the power to enter any building where there is good and sufficient reason to believe that the sanitary condition of such premises is such as to endanger the public health, for the purpose of making such inspection as may be necessary to ascertain the conditions of same, upon showing their badge of authority. The Chief Plumbing Inspector and his deputies shall have the power and authority to condemn new and used fixtures if in their opinion said fixtures are defective. Said condemned fixtures shall be replaced by the Plumbing Contractor at no cost to the owner.

(e) The Chief Plumbing Inspector shall be provided with a suitable office in the offices of the Building Department of the City of Fort Wayne as well as with all necessary apparatus for making tests and investigations and such furniture, stationery and supplies as the business of his office may require.

(f) The Chief Plumbing Inspector shall, prior to entering upon his duties, take the oath required by law and give bond in the sum of $1,000.00 with surety to be approved by the Board of Health for the faithful performance of his duties.

COPIED

PERMITS

SECTION 8. (a) All permits shall be issued by the Board of Health after approval by the Chief Plumbing Inspector.

Due notice shall be given to the Chief Plumbing Inspector by the plumber or fitter at such times as the work is ready for inspection.

(b) No plumbing work shall be done in the city in any building or any other place coming within the jurisdiction of the Board of Health of the City of Fort Wayne, except in case of repair or leaks in existing plumbing until a permit has been issued by the Chief Plumbing Inspector.

(c) Before granting such permit an application shall be made on such blanks prepared for that purpose.

(d) The application shall be accompanied by the fee of Fifty (50) Cents.

(e) An additional fee of Fifty Cents ($.50) for each trap or vented fixture up to and including fifty fixtures.

For each trap and vented fixture over fifty and up to including 100 fixtures a fee of twenty-five cents ($.25) shall be made.

For all trap and vented fixtures over one hundred an additional charge of fifteen cents ($.15) shall be made.

(f) Fees collected shall be paid to the Board of Health who shall each day turn over such fees to the City Controller.

(g) For each boiler- -steam or hot water heating--the additional fee for such permit shall be $1.00.

(h) For each main valve connection inside of building to an automatic sprinkler system main an additional fee of One ($1.00) Dollar shall be charged for the permit.

(i) When the Inspector, upon call, finds that the work is not ready for inspection he may make a charge of fifty (50¢) cents for each additional trip required.

(j) When fixtures are replaced an inspection shall be required and a permit fee of twenty-five (25¢) cents per fixture shall be charged but no application fee shall be required.

(k) There shall be an inspection of installations and replacements of domestic water heaters and a fee of fifty (50) cents per heater shall be charged for such permit fee, provided, however, no such permit fee shall be charged when such domestic water heater is a part of a plumbing job.

PENALTIES

SECTION 9. (a) Every permit shall be considered cancelled if active work is not commenced within a period of sixty days after the date of issue of same and the Chief Plumbing Inspector shall make such record in his office.

(b) The Board of Health of the City of Fort Wayne shall be empowered to revoke the license of any employing plumber where the provisions of this Code has been violated, upon charges brought by the Chief Plumbing Inspector.

(c) It shall be the duty of the said Chief Plumbing Inspector upon receipt of knowledge that any of the provisions of this Code have been violated,

to file an affidavit and cause the arrest and prosecution of all persons, firms or corporations whom he has reason to believe are guilty of such violations.

SANITATION

SECTION 10. (a) This Code shall apply to and include all water supply and sanitary work, installation, or equipment hereafter installed, constructed, altered, or repaired in, for, or about any building or structure of any kind, class or character, or used, or to be used, for any purpose whatsoever.

AUTHORITY

SECTION 11. Unless otherwise prescribed or made an exception it shall be the duty of the Chief Inspector of Plumbing or his authorized deputy inspectors, to enforce all the provisions of this Code relating and pertaining to sanitary plumbing. Where this part refers to or mentions "Inspector" it shall mean the Plumbing Inspector or his authorized deputies.

MATERIALS, QUALITY AND WEIGHTS

SECTION 12. (a) All earthenware pipe and fittings shall be of the hub and spigot pattern, cylindrical in section, thoroughly vitrified through the thickness of the pipe, and thoroughly salt glazed over the entire inner and outer surfaces.

(b) Each length shall be of a uniform caliber, smooth bore throughout, without twist or wind, and free from fire cracks, blisters flaws or other defects.

(c) Earthenware pipe used for tile drains shall be without hub or socket, and may be either cylindrical or D shape in section.

CAST IRON PIPE

SECTION 13. (a) All cast iron pipe and fittings shall be sound cylindrical and smooth, free from cracks, sand holes and other defects, of a uniform thickness and not lighter than the commercial grade known as "Extra Heavy".

(b) Pipe shall not weigh less than the following per lineal foot, which weights include the hubs:

Diameter of Pipe	Weights per Ft.
2 inch	5½ pounds
3 inch	9½ pounds
4 inch	13 pounds
5 inch	17 p pounds
6 inch	20 pounds
7 inch	27 pounds
8 inch	33½ pounds

(c) All pipe and fittings shall be coated at the factory for underground use, with asphalt or coal tar pitch.

Pipes and fittings above ground may be plain or coated with linseed oil, coal oil asphaltum, or coal tar pitch.

BRASS PIPE

SECTION 14. (a) Brass pipe for soil, waste, and vent pipe shall be thoroughly annealed, seamless, drawn or brazed tubing having weight and outside diameter of not less than the following:

Nominal Diam.	WEIGHT Gauge No. B&S	Thickness	Weight Per Ft.
1¼ inches	12	5-64 inch	1.08 lbs.
1½ inches	12	5-64 inch	1.32 lbs.
2 inches	12	5-64 inch	1.79 lbs.
2½ inches	10	7-64 inch	2.82 lbs.
3 inch	10	7-64 inch	3.41 lbs.
4 inch	8	1/8 inch	5.74 lbs.
5 inch	8	1/8 inch	7.22 lbs.
6 inch	8	1/8 inch	8.71 lbs.

For flush and local vents No. 18 gauge may be used.

(b) Drawn tubing only shall be used for the larger sizes, two and one-half ($2\frac{1}{2}$) inches to six (6) inches.

Brazed tubing may be used for the smaller sizes, one and one-quarter ($1\frac{1}{4}$) to two (2) inches.

(c) Brass fittings shall be of good quality cast brass having a thickness in their walls not less than the tabular thickness given above for the corresponding brass pipe.

(d) The thickness of the tapped ends shall be one and one-half ($1\frac{1}{2}$) times the thickness of the corresponding pipe.

(e) Lead ferrules shall be best quality and extra heavy, not less than four and one-half ($4\frac{1}{2}$) inches long, and $2\frac{1}{4}$, $3\frac{1}{2}$, and $4\frac{1}{2}$ inches in diameter, and not less than the following weights:

Diameter	Weights
$2\frac{1}{4}$ inches	1 lb. 0 oz.
$3\frac{1}{2}$ inches	1 lb. 12 oz.
$4\frac{1}{2}$ inches	2 lb. 8 oz.

Cup of similar ferrules shall conform to the above table.

(f) Soldering nipples shall be heavy cast brass or of brass pipe, iron pipe size.

When cast they shall be full bore and not less than the following weights:

Diameter	Weights
$1\frac{1}{4}$ Inches	0 lb. 6 oz.
$1\frac{1}{2}$ Inches	0 lb. 8 oz.
2 Inches	0 lb. 14 oz.
$2\frac{1}{2}$ Inches	1 lb. 6 oz.
3 Inches	2 lb. 0 oz.
4 Inches	3 lb. 8 oz.

(g) Screw caps for clean-outs shall be of extra heavy brass, not less than one-eighth of an inch thick.

(h) The screw cap shall have a solid or hexagonal nut not less than one (1) inch high.

The body of clean-out ferrule shall be at least equal in weight and thickness to the calking ferrule of the same size or pipe.

The engaging part shall have not less than six (6) threads of iron pipe size and be tapered.

(i) Compression cleanouts approved by the Plumbing Inspector may be used.

WROUGHT IRON PIPE AND MILD STEEL PIPE

SECTION 15. (a) All wrought iron or mild steel pipe used for soil, waste or vent pipes shall be galvanized and not lighter than the commercial grade known as "Full Weight".

(b) The fittings for wrought iron or mild steel waste, soil and refrigerator waste shall be recessed drainage fittings cast iron, malleable iron, or brass, with smooth interior waterway and threads tapped out of solid metal, so as to give a uniform grade to branches of not less than one-quarter ($\frac{1}{4}$) of an inch per foot.

(c) Threaded fittings for soil, waste, and vent pipe shall be brass, galvanized malleable iron, or cast iron.

LEAD PIPE

SECTION 16. All lead pipe used for branch soil, waste, vent, or flush pipes, including bends and traps, shall be of best quality of drawn pipe, of not less weight per lineal foot than shown in the following table:

Internal Diameter	WEIGHTS	Weights Per Foot
1 inch		2 lb. 8 oz.
1¼ inch		3 lb. 0 oz.
1½ inch		4 lb. 0 oz.
2 inches		5 lb. 0 oz.
3 inches		6 lb. 3 oz.
4 inches		8 lb. 0 oz.

4x9 lead drum traps shall be extra heavy lead.

SHEET LEAD

SECTION 17. All sheet lead for roof flashing shall not weigh less than four (4) pounds per square foot, and shall extend not less than six (6) inches in all directions from the pipe, and the joint shall be made water tight.

COPPER TUBING

SECTION 18. (a) All copper tubing, when used for inside roof conductors or leader connections, shall be seamless drawn tubing, not less than number fourteen (14) B. & S. gauge.

(b) When copper is used for roof conductors or leader flashings, it shall be not less than number eighteen (18) gauge.

(c) When copper is used for local vents and interior ventilating pipe, it may be spiral or gauge number twenty-six (26).

GENERAL REGULATIONS

SECTION 19. All horizontal piping shall be run in practical alignment and at a uniform grade of one-half (½) inch per foot when possible, but in no case shall the grade be less than one-quarter (¼) of an inch to one (1) foot for soil or waste pipes and house drains suspended by iron hangers upon piers, or posts, or wall ledges; and not less than one-eighth (1/8) of an inch per foot for vent or ventilation pipes, hose sewers and underground drains.

DIRECTION

SECTION 20. (a) All changes of direction, either horizontal or vertical shall be made with the appropriate use of "Ys" half "Ys" sanitary "Tys" long sweep quarter, sixth, eighth or sixteenth bends, with short nipples when screw joints are used.

(b) Every vertical line of soil or waste pipe shall have not less than eighteen (18) inches of iron pipe, run horizontally at its base.

SUPPORTS FOR PIPES

SECTION 21. (a) All drainage and plumbing pipes shall be rigidly secured or supported to keep their alignment and grade.

(b) All free standing stacks shall be thoroughly supported on concrete or masonry piers at their base, and stacks forty (40) feet or more in height shall also be provided with pipe rest at floors for properly supporting them.

(c) The pipe supports according to their location shall be made either with heavy iron posts, hangers, wall brackets, or steel fittings, concrete or masonry piers, provided that no brick pier shall be less than eight (8) inches square.

6916

(d) The use of pipe hooks shall be prohibited for larger than one and one-half (1½) inch pipes.

FITTINGS

SECTION 22. (a) Increase or reduction in size shall be made by the use of proper fittings.

(b) Off sets in the mains of all stacks shall be avoided if possible except as prescribed in Section 59, but when unavoidable they shall, if possible, be made forty-five (45) degree fittings.

(c) No "T" branches or crosses shall be used on horizontal runs.

Saddle hubs and bands shall in all cases be prohibited. Tapping or drilling of soil, waste or vent pipes shall be prohibited.

CINDER CONCRETE------PIPES

SECTION 23. No pipe of any kind shall be laid in cinders, or ashes, or in cinder concrete.

Where cinders, or ashes, or cinder concrete is to be used, all pipes shall have at least two (2) inches of Portland cement concrete between each pipe and any such cinders, ashes or cinder concrete.

WORKMANSHIP

SECTION 24. All labor shall be performed in thorough and workmanlike manner, and whenever it appears, in the opinion of the inspector, that any work covered by this part is being otherwise installed, the Inspector shall order such changes as he shall deem necessary.

SIZE OF PIPES

SECTION 25. All sizes of pipes prescribed in this part are the standard sizes for such pipe and refer to the inside dimensions.

SIZE OF HOUSE DRAINS, SOIL AND WASTE STACKS,
MAIN AND BRANCHES

SECTION 26. (a) The number of fixture units in a building shall determine the size of the house drain.

The maximum number of fixture units allowed on any house drain, soil or waste pipes--main or branch--shall never exceed the number given in tables found in the Plumbing Rules and Regulations of the Administrative Building Council of Indiana.

MAXIMUM NUMBER OF FITTINGS CONNECTED TO

Size of Pipe	WASTE PIPE, OR SOIL AND WASTE COMBINED		SOIL PIPE ONLY Water closets not allowed on lines under 3 inch (inside diameter) in size.	
	Branch	Main	Branch	Main
1¼ inch	1 fixture	1 fixture	8 water closets	16 water closets
1½ inch	2 fixtures	3 fixtures	18 water closets	36 water closets
2 inches	4 fixtures	8 fixtures	36 water closets	72 water closets
2½ inches	5 fixtures	10 fixtures	63 water closets	126 water closets
3 inches	10 fixtures	20 fixtures	105 water closets	210 water closets
3½ inches	20 fixtures	40 fixtures	145 water closets	290 water closets
4 inches	32 fixtures	64 fixtures	200 water closets	400 water closets
5 inches	72 fixtures	144 fixtures		
6 inches	144 fixtures	288 fixtures		
7 inches	252 fixtures	504 fixtures		
8 inches	420 fixtures	840 fixtures		

Size of pipe	WASTE PIPE, OR SOIL AND WASTE COMBINED		SOIL PIPE ONLY
	Branch	Main	
9 inches	580 fixtures	1160 fixtures	
10 inches	800 fixtures	1600 fixtures	

(b) No earthenware or tile pipe shall be used for the house drain within or through any building used for human habitation or occupancy.

(c) Where earthenware or tile pipe is used for the house sewer, it shall start not less than three (3) feet outside the building and shall be increased on size over the house drain.

SIZE OF FIXTURE TRAPS AND WASTES

SECTION 27. The size, inside diameter, of trap and waste branches for a given fixture shall never be less than the following:

Kind of Fixtures	Trap	Branch
Water closet	3 in.	3 in.
Slop Sink	2 in.	2 in.
Lip Urinal	1½ in.	1½ in.
Pedestal Urinal	3 in.	3 in.
Floor Drains or Wash	2 in.	2 in.
Garage Drains	3 in.	3 in.
Yard Slop Sinks	3 in.	3 in.
Urinal Trough or Stall	2 in.	2 in.
Laundry Tub	1½ in.	1½ in.
Kitchen Sink	1½ in.	1½ in.
Pantry or Kitchen Sinks (Large) Hotel or Public	2 in.	2 in.
Pantry or Bar Sinks	1¼ in.	1¼ in.
Wash Basins, one (1) only	1¼ in.	1¼ in.
Bath Tubs	1½ in.	1½ in.
Shower Baths	2 in.	2 in.
Sitz	1½ in.	1½ in.
Drinking Fountains	1¼ in.	1¼ in.
Fountain Cuspidors	1¼ in.	1¼ in.

SOIL, WASTE AND VENT PIPES

SECTION 28. (a) The following tables shall govern specifications for soil, waste and vent pipes.

Fixture	Fixture Unit	Minimum Trap Size
One Lavatory or Wash Basin	1	1¼ inch
One Kitchen Sink	1½	1½ inch
One Bath Tub	2	1½ inch
One Laundry Tray	3	1½ inch
One Combination Fixture	3	1½ inch
Three Feet of Urinal Trough	1	1½ inch
One Wall Type Urinal	1	1¼ inch
One Stall Urinal	2	2 inch
Other Types of Urinals	3	3 inch
One Shower Bath	3	2 inch
One Floor Drain	3	2 inch
One Slop Sink	4	2 inch
One Water Closet	6	3 inch

Waste Stacks

No. Fixture Units, Stack	Branch	Diameter of Stacks, inches	Permitted Length, feet
1	1	1¼	45
2—8	4	1½	60
9—18	8	2	75
19—36	13	2½	105

Soil and Waste Stacks

No. Fixture Units		No. W. C.'s or Equivalent		Diameter of Stack, inches	Maximum Permitted Length, feet
Stack	Branch	Stack	Branch		
37—72	18	1—12	1	3	150
73—300	54	13—50	9	4	225
301—720	102	51—120	17	5	300
721—1080	168	121—180	28	6	400
1081—1920	349	181—320	58	8	600

COAHC

Maximum permissible length of main vents (in feet) for soil and waste stacks:

Diameters of Soil or Waste Stock (inches)	Number of fixture units	Diameter of Vent (in inches) 1¼	1½	2	2½	3	4	5	6	8	10
1¼	1	45									
1½	Up to 8	35	60								
2	Up to 18	30	50	90							
2½	Up to 36		45	75	105						
3	12		34	120	180	212					
3	18		18	70	180	212					
3	24		12	50	130	212					
3	36		8	35	93	212					
3	48		7	32	80	212					
3	72		6	25	65	212					
4	24			25	110	200	300	340			
4	48			16	65	115	300	340			
4	96			12	45	84	300	340			
4	144			9	36	72	300	340			
4	192			8	30	64	282	340			
4	264			7	20	56	245	340			
4	300			5	18	47	206	340			
5	72				40	65	250	390	440		
5	144				30	47	180	390	440		
5	288				20	32	124	390	440		
5	432				16	24	94	320	440		
5	720				10	16	70	225	440		
5	1020				8	13	58	180	440		
6	144					27	108	340	510		
6	288					15	70	220	510	630	
6	576					10	43	150	425	630	
6	864					7	33	125	320	630	
6	1080					6	25	92	240	630	
8	320						42	144	400	750	900
8	640						30	86	260	750	900
8	960						22	60	190	750	900
8	1600						16	40	120	525	900
8	1820						12	28	90	370	900

Note: 1¼ inch Vents to be used for lavatories and smaller fixtures only.

BRANCH VENTS AND REVENTS
(Maximum lengths in feet)

Fixture Units	For Vents on Waste Branches 1¼	1½	2	2½
Up to 1	*45			
8	*35	60		
18	*30	50	90	
36		45	75	105

Note—*For Lavatories and smaller Fixtures only.

FOR VENTS ON SOIL AND WASTE BRANCHES
(Maximum lengths in feet)

	1¼	1½	2	2½	3	4	5	6	8
Up to 8		60							
12		34	120	180	212				
18		18	70	180	212				
24		12	50	130	212				
36			35	193	212				
48			30	80	212				
72				65	212				
96				45	84				
144				36	72	300			
192					64	282			
264					56	245		510	
384					47	206	390	440	
432					24	94	320	440	
720					16	70	225	440	
1020						58	180	440	
1296						25	92	240	
2070						21	75	186	630

*19-9-15 **Branch and Individual Vents.**—No vent shall be less than 1¼ inches in diameter. For 1¼ and 1½ inch wastes, the vent shall be of the same diameter as the waste pipe and in no case shall the length of a branch vent of given diameter exceed the maximum length permitted for the main vent serving the same size soil or vent stack.

JOINTS

SECTION 29. All joints and connections prescribed under this title shall be made gas and water tight.

JOINTS EARTHENWARD PIPE

SECTION 30. (a) Joints between the hub and spigot shall be half filled with a gasket of oakum and then the joint finished with mortar made of one part fresh Portland cement and two parts clean sharp sand.

Each joint shall be carefully banked, wiped and cleaned.

(b) Underground joints between earthenware and iron pipe shall be made the same as above prescribed for earthenware pipe.

JOINTS - - - PIPES

SECTION 31. (a) All joints in cast iron pipe shall be made with pure lead well calked, and not less than one inch deep, and no paint, varnish, or putty will be allowed until the joints have been tested.

(b) Oakum or other efficient method shall be used to prevent the lead from running through the joint.

WROUGHT IRON PIPES

SECTION 32. (a) Joints in galvanized iron, mild steel or brass pipe shall be standard screw joints, and all burrs or cuttings shall be removed.

(b) Connections between wrought iron, mild steel or brass to cast iron piping shall be either a calked joint or screwed joint.

No. unions shall be installed on any soil, waste or vent pipe on the sewer side of trap.

(c) There shall be no slip nut connection in water supply lines to fixtures except at the last connection joint at fixture end and this shall be a ground metal joint. Gasket joints are prohibited.

JOINTS CONTINUED

SECTION 33. (a) Joints, in lead pipe, or between lead pipes and pipes of brass or copper, shall be what are known as wiped joints and shall have an exposed surface of the solder to each side of the joint of at least three-quarters (3/4) of an inch.

(b) Joints between lead and iron pipes shall be made by extra heavy cast or drawn screw nipples with either a calked joint or a soldered nipple with a threaded joint or approved concaved brass bushings.

Where cup or similar ferrules are used they shall extend not less than one-quarter (1/4) of an inch above the hub.

TRAPS

SECTION 34. (a) Fixtures with porcelain traps connceted directly with soil or waste pipes, shall have a solid brass or iron floor plate, not less than three-sixteenths (3/16) of an inch thick, soldered to the lead bend or pipe, and screwed to the floor where joists are of wood, and where brass or iron soil is used, screwed to the same, and bolted to the trap flange.

(b) Joint shall be made gas tight with an asbestos graphite ring, asbestos string gasket, washer, red or white lead and putty or perfect screw joint.

TRAPS AND CLEANOUTS

SECTION 35. (a) Each single fixture except those wasting as prescribed in Sub-sections 73 to 76 shall be separately trapped by a water seal trap, as herein prescribed, placed as close to the fixture as possible.

(b) A set of not more than three wash stands may connect with a single trap, provided the trap is placed centrally and the branches connect into the seal of the trap.

A set of not more than three wash trays, or a set of one or two wash trays with sink combined, may connect with a single trap provided the branches connect into the seal of the trap. Run shall not be more than 30 inches in length from center to center.

(c) Traps for bath tubs, basins, sinks, or other similar fixtures shall be made of lead, cast brass, or of cast iron dipped in coal tar pitch or asphaltum, or of iron (porcela n) enameled inside.

Cast iron traps shall be extra heavy full bore, and have a smooth interior waterway and threads tapped out of solid metal.

Iron drum traps shall be made of extra heavy cast or malleable iron, dipped in coal tar pitch or asphaltum on the inside, and the drum shall not exceed four (4) inches in diameter.

(d) Every trap shall be self-cleaning.

No form of trap which depends upon the action of movable parts or its seal shall be used.

GOAHD

No trap which depends upon concealed interior partitions for its seal or which has an interior partition that, in casr of defect, would allow the passage of sewer air, shall be used.

Each trap shall have a water seal of not less than two (2) inches.

(e) Drum traps shall have a water seal of not more than seven inches nor less than two inches.

Every drum trap shall be so installed that the water seal will protect the trap screw from sewer air.

(f) Each trap, except those in combination with fixtures where the trap seal is plainly visible and accessible, shall be provided with a brass trap screw.

Traps placed between the floor shall have a brass trap screw for cleaning, in plain view, or flush with the floor, or readily accessible from or under the floor.

(g) Overflow pipes from fixtures shall in each case be connected on the inlet side of the trap.

(h) All traps shall be rigidly supported and set true with respect to their water level, and shall be so located as to protect their seals.

(i) Cellar drains will be permitted only when they connect to a trap with permanent waterseal, two inches or more.

(j) All traps underground in a building shall be made accessible by manholes with proper metallic covers or shall be located so as to be easily accessible.

(k) There shall be no trap at the foot of soil or waste pipe stack upon the house sewer unless such drain is used exclusively for conducting rain water or surface water to a house sewer, except a main house trap may be used on the house sewer.

(l) In no case shall the waste from a bath tub or other fixture be connected with a water closet trap.

CLEANOUTS

SECTION 36. (a) Clean outs shall be provided as follows:

At the foot of all verticle lines of soil pipe, and at the end of each horizontal line.

Distance between the clean-out shall not exceed fifty (50) feet.

There shall be at least two (2) four (4) inch cleanouts provided in the house drain; one made with a full size Y branch just inside of the wall near the house drain and house sewer connection, and the second near the end of the house drain, or at the base of the soil or waste stacks.

Immediate clean-outs may be made with T's.

(b) Any vertical soil, waste, or vent pipe, having an opening readily accessible from the roof and without change of direction in its entire length, shall not be required to be provided with a clean-out other than at its base.

(c) Clean-outs shall be the same size as the pipe up to (4) inches in diameter and not less than four (4) inches for larger pipe or traps.

LOCATION

SECTION 37. All traps and clean-outs shall be located so as to be easily accessible for cleaning.

When a cellar drain is used, the clean-outs in basements may be flush with the floor or set in a box, otherwise all cellar cleanOouts shall extend at least one (1) inch above the cellar.floor.

HOUSE SEWERAGE AND DRAINS

SECTION 38. (a) The drainage and plumbing system of each new building or new work installed in an existing building shall be entirely separate and independent of that of any other building, and wherever available, every building shall have an independent connection with a public or private sewer.

(b) Where one building stands in the rear of another on an interior lot, and no private sewer is available or can be made for the rear building through an adjoining alley, court, yard or driveway, the house drain from the front building may be extended to the r ar building, and the whole will be considere d as one house drain.

CESSPOOLS

SECTION 39. When a sewer is not available, drain pipes from buildings may be connected with cess-pools or receiving vaults as prescribed in Sub-Section 91 of this Code, provided, however, that no water closet shall be connected to a leaching cesspool.

SEWERS AND DRAINS

SECTION 40. That old sewers and drains may be used in connection with new buildings or new plumbing, nly when they are found on examination and test to conform in all respects to the requirements governing new sewers or drains, as prescribed in this Code.

If the old work is found defective, the inspector shall notify the owner tp make the necessary changes to conform with this Code.

UNDERGROUND DRAINS

SECTION 41. All house drains shall wherever possible be brought into the building under ground below the level of the basement or cellar floor.

All house or building drains shall be of iron pipe fro. a point five feet outside of foundation and no crock sewer used closer than 3 feet from the house or building, and all sewer pipes from this point used in and under the b building shall be iron pipe.

COMPOSITION

SECTION 42. All house drains shall be of extra heavy cast iron pipe with well leaded and calked joints.

SEWERS CONTINUED

SECTION 43. (a) The drain containing the house sewer, beginning three (3) to five(5) feet outside the building wall, shall consist or iron pipe, or of earthenware pipe one (1) commercial size larger.

They shall not be laid closer than three (3) feet to any exterior wall, cellar, basement, well or cistern, or less than two (2) feet deep.

60AHD

(b) Change in direction shall be made with long curves, one-eighth (1/8) bends or "Ys".

(c) All connections with the city sewer system shall be made in accordance with the rules and requirements of the Department of Public Service.

DRAINS CONTINUED

SECTION 44. Where sub-soil drains are placed under the cellar floor of a building, the same shall be made open jointed four (4) inch drain tile, wasted above open floor drain.

VALVES

SECTION 45. (a) Where floor drains are located in basements they shall be reinforced by a back pressure or mechanically sealed trap where connection is made direct to house drain or house sewer.

EXHAUST, BLOWOFF AND DRIP PIPE CONNECTIONS

SECTION 46. The exhaust, blowoff, sediment or drip pipe from a steam boiler shall not connect directly with any sewer drain or waste pipe. When such pipes discharged directly into the building drain or sewer they shall enter above the line of discharge of a suitable closed tank or condenser made of wrought or cast iron provided with a relief pipe of at least 3 inches in diameter for high pressure and 1½ inches diameter for low pressure boilers, extending to the outer air above the roof.

CAPACITY OF TANKS

SECTION 47. The waste from said tank or condenser, shall be taken from the bottom and be at least one size larger than the inlet, but not less than three (3) inches in diameter and provided with a trap that has a seal of not less than twenty-four (24) inches, and shall connect to the house sewer and not to the house drain.

Water heated to over one hundred and forty (140) degrees Fahrenheit, shall not be allowed to enter any street sewer or lateral.

ELEVATOR

SECTION 48. That all direct connected hydraulic elevators, lifts, or pressure machines shall be provided with an intermediate tank of sufficient capacity as to discharge its waste without pressure into any sewer, drain soil or waste pipe.

Such tanks shall be trapped, and where there is danger of back pressure from sewer there shall be places on its outlet side, a sewer or back water valve.

RAIN WATER CONDUCTORS, LEADERS, DOWNSPOUTS

SECTION 49. (a) When placed within the walls of any building, or run in an inner court, or ventilating or pipe shaft, all conductors or roof leaders shall be constructed as prescribed for soil pipe there shall be a clean out at the base of each down spout.

(b) The conductors or roof leaders, or downspout wastes and the surface and ground water drains, shall be connected with the house sewer and not to house drain.

(c) Conductor pipes shall not be used as soil-waste, or vent pipes, nor shall any soil, waste or vent pipes be used as conductors.

(d) When an existing sheet metal conductor pipe within the walls of any building becomes defective, such conductor shall be replaced by one which conforms to Article "a" of this section.

SOIL, WASTE AND VENT PIPES

SECTION 50. All main and branch soil, waste, vent and back vent pipes shall be of lead, brass or copper, subject to the approval of the inspector.

SOIL AND WASTE PIPE STACKS

SECTION 51. Every building in which a water closet is installedshall have at least one (1) three (3) inch soil pipe stack, increased to a diameter of at least four (4) inches below the roof, then continued to a point at least six (6) inches above such roof.

ROOFS

SECTION 52. (a) All soil and waste pipes, receiving discharge of any fixtures, shall be extended full caliber to a point of at least six (6) inches above the roof and at least six (6) feet high when such pipe is within twelve feet of window or door or when roof is used for other purposes than weather covering for the building.

(b) In no case shall a vent pipe through a roof be less than four (4) inches in diameter.

JOINTS - CONSTRUCTION

SECTION 53. The joint at the roof shall be made water tight by the use of proper flashing of sheet lead.

ROOF TERMINALS

SECTION 54. (a) The roof terminals of all vent pipes shall be at least three (3) feet above any door, window, scuttle or air shaft when located at a distance less than twelve (12) feet from such terminal.

No roof terminal or vent pipe stack shall end less than fifteen (15) feet from the surface of the ground.

(b) No soil, or waste pipe extension, of any new or existing building, shall be run or placed on the outside of a wall, but shall be carried up in the inside to the roof.

(c) In the event that a new building is built higher than an existing building, the owner of such new building shall defray the expenses of, or shall himself make such alteration to conform with Article "a" of this section.

(d) It shall be the duty of the owner of the lower or existing building to make such alteration, therein upon receipt in advance, of money or security therefor, sufficient for the purpose from the owner of the new or higher building, or to permit, at the election of the o ner of the new or higher building, the making of such alteration by the owner of said new or higher building.

CLOSET BEND

SECTION 55. In no case shall any fixture connection, except water closets, pedestal urinals, or trap standard slop sinks, be made to a closet bend; lead bend to be extra heavy, if used.

60412

EXTENSIONS

SECTION 56. Any vertical branch rising more than ten (10) feet, or any lateral branch running more than forty (40) feet from the main house drain, shall be continued full size to a point above the roof, or may be returned to the main, soil, or waste vent pipe full size.

VENTS

SECTION 57. (a) For the purpose of obtaining a directly rising vent from a vertical waste line, a fixture trap, immediately under a small fixture waste, shall be placed not more than twenty-four (24) inches from the vertical waste and vent line, measured between the center of the waste outlet of the fixture and the center of the waste and vent, provided that the point of entry into the vertical waste line is not lower than the bend of the trap.

(b) For water closets, pedestal urinals, and trap standard slop sinks, the distance allowed between the waste opening in the floor or wall and vent stack shall not be more than five (5) feet center to center developed length, as near horizontal as possible.

(c) No vent pipe shall be used as a waste or soil pipe.

VENTS

SECTION 58. (a) All main vents shall be run undiminished, and connected full size at their base to the main waste or soil pipe at or below the lowest fixture brance, and shall be extended above the roof.

(b) They may be connected with the adjoining soil or waste vent three (3) feet above the highest fixture openings, but this will not be permitted where there are fixtures on more than six (6) floors, unless the size of pipe be increased in diameter to the combined area of the main, soil, and waste vents to be served.

CIRCUIT, LOOPS AND CONTINUOUS VENTS

SECTION 59. (a) Every branch soil or waste pipe, to which a group of two (2) and not more than eight (8) water closets, pedestal urinals or trap standard slop sinks are connected, may be vented by a circuit or loop vent, provided such horizontal branch does not exceed twenty-five (25) feet in length, and the fixtures are within the prescribed twenty-four (24) inch limit from the branch forming the circuit vent.

(b) Connections from such branch shall be taken from Y to TY branches, Y and TY branches shall be installed flat or horizontal, and rise to 45 degrees or vertical by using 45 degree ells or bends.

(c) The vent shall be taken off in from of the last fixture connection and must rise at an angle of forty-five (45) degrees to vertical to a point above the top of the highest fixture, before offsetting horizontally or connecting to the branch, main waste or soil vent.

(d) Where fixtures discharge above such branch, each branch shall be provided with a relief vent one-half ($\frac{1}{2}$) the diameter of the soil or waste stack taken off in front of the first fixture connection and rising at an angle of forty-five (45) degrees to vertical to a point above the top of the highest fixture, before offsetting horizontally or connecting to the branch, main, waste or soil vent.

(e) The main soil or waste stack shall be offset at every seventh (7) story containing fixtures immediately below the branch soil or waste connection.

(f) The main vent pipe shall conform to, and the branch vent pipes shall be one size larger than the sizes prescribed under Sub-Section 28.

BRANCH VENTS AND CONNECTIONS

SECTION 60. (a) All branch vent and back vent pipes shall be free from drops and sags, and be so graded and connected as to drip back to the soil or waste pipe by gravity.

(b) On horizontal runs such connections shall be taken off above the center lines as near the crown as possible, and rise above such crown before being off-set horizontally.

(c) Horizontal vents below water line of the fixture to be served shall be offset to vertical at the nearest partition, and the vertical run shall be connected above said fixture.

COMMON VENTS

SECTION 61. Where bath rooms, water closets or other fixtures are located on opposite sides of a wall or partition, or are directly adjacent to each other in an inseparable dwelling, such fixtures may have a common soil or waste pipe and vent pipe stack.

TRAPS

SECTION 62. (a) Every fixture trap shall be protected from siphonage and back pressure, and air circulation shall be assured by means of a vent or back vent pipe.

Afloor drain with a mechanical seal may be vented at the wall nearest to the trap.

(b) No earthenware fixture with trap combined shall be provided with a back vent horn.

Every water closet, pedestal urinal and slop sink, having a floor connection, shall be back vented from the soil or waste branch and preferable on the top of the branch.

When connected with the vertical arm of a bend it shall be made above the top of the horizontal branch.

BACK VENTING; NOT REQUIRED

SECTION 63. (a) Where two (2) water closets located on the same floor, discharge into a double sanitary T or TY in a soil or waste stack, they need not be back vented if such fixtures do not exceed the five (5) foot limit, without other fixtures above them.

(b) When two (2) fixtures other than water closets discharge into a double sanitary T or TY, and there are no other fixtures discharging above them, said fixtures may be back vented through a common vent or back vent pipe.

(c) The waste of a bath tub, basin or sink may be connected to a Y or TY fitting between the closet bend and the stack, without reventing the closet bend, providing there are no other fixtures dischargeing above.

(d) No back vents shall be required on a back water trap.

(e) Cellar floor drains connecting to the house drain in fromt of a

60AHd

soil or waste stack and provided with a trap that has a permanent water seal of not less than three (3) inches shall have 5 ft. of pipe before connecting to building drain.

REFRIGERATOR AND SPECIAL WASTES

SECTION 64. (a) No plumbing fixtures, except a bar sink, dental or fountain cuspidor, soda fountain, or drinking fountain, shall be installed with an indirect waste connection to the plumbing and drainage system.

(b) The waste of every bar sink, dental or fountain cuspidor, soda fountain, and drinking fountain, if not directly connected, shall discharge over a properly water-supplied, trapped and vented sink, or may discharge into a cellar floor drain.

The size of the waste pipe shall conform to the table in Sub-Section 26.

Each fixture opening shall be separately trapped.

(c) No back vents shall be required, but when fixtures have a common waste pipe and are located on or about the second floor, the waste pipe shall be extended full size to, and increased one (1) size through the roof.

(d) Safe, refrigerator and ice box waste pipe shall be installed with an indirect connection to the pumping and drainage system.

They shall discharge over a properly water-supplied, trapped and vented sink, publicly placed not more than four (4) feet above the floor, or may discharge into a cellar floor drain.

In no case shall any refrigerator or safe waste pipe discharge over a sink located in a room for living purposes.

Each fixture opening shall be separately trapped.

(e) In apartments, flats, lodging and tenement houses where the refrigerator wasted wxtend through two (2) or more stories, the waste line shall extend through the roof.

In no case shall refrigerator waste lines be connected direct to sewer.

(f) The branches or vertical lines shall be made by Y or TY fittings, and cleanouts provided to control the horizontal part of the waste pipe.

(g) Vacuum cleaning machines shall not discharge direct into the sanitary sewer, but shall discharge into an open plumbing fixture that is properly trapped and vented.

(h) Water softener machines shall not discharge direct into a sanitary sewer, but shall discharge into a trap having a permanent water seal of not less than 3 inches.

OVERFLOW

SECTION 65. The overflow pipes from a water supply tank shall not be directly connected with any drain, soil or waste pipe.

Such pipe shall discharge upon the roof or be trapped into an open fixture and discharge.

URINALS

SECTION 66. (a) Urinal platforms and safes shall not be directly connected with any drain, soil or waste pipe, except when used in combination with a urinal floor gutter.

(b) The outlet of such gutter shall be provided with a brass strainer with arrangements for flushing the same while in use.

(c) If such safe waste also serves as a floor waste outlet, the trap shall be at least three (3) inches in deameter.

WASTES

SECTION 67. Kitchen or other greasy wastes from hotels, restaurants, club houses, public institutions or other establishments in which much cooking is done, or greasy wastes obtain, shall be intercepted by a catch basin or grease trap, and then conducted to the house sewer.

STABLES

SECTION 68. All liquid wastes from barns, stables, manure pits and stable yards, shall be intercepted before entering the sewer by a suitable catch basin, properly trapped.

Said catch basin shall be provided with a vent not less than four (4) inches continued through the roof.

GARAGE WASTES AND VENTS

SECTION 69. (a) Every building or portion of a building, wherein are kept four (4) or more automobiles or motor cars, shall have their floor drains intercepted before entering the sewer by a catch basin constructed as follows:

(b) Catch basin shall be made of cast iron, concrete or vitrified sewer pipe not less than twenty-four (24) inches diameter or square, and not less than two (2) feet in depth.

(c) Such catch basin shall be provided with a three (3)inch cast iron local vent, calked with lead, and the local vent shall be taken from a point of the catch basin above the top of the horizontal waste extending to the sewer.

(d) This local vent shall be carried underground to a point at one side of the garage and extend one (1) foot above the floor or ground level, from which point it shall be carried up with either cast iron, galvanized wrought or steel pipe to a point not less than tw (2) feet above the roof with a globe ventilator attached to prevent down draft.

(e) Local vent stack shall not be less than fifteen (15) feet from the ground, nor within fifteen (15) feet of any door, window, scuttel or air shaft, unless when so placed the terminal shall be placed at least three (3) feet above all such openings.

(f) The outlet of the catch basin to the sewer shall start at a point twelve (12) inches from the bottom of the catch basin, rise twelve (12) inches vertical to horizontal by inserting a combination TY.

At the end of TY calk a clean-out cap.

(g) Any similar arrangement of the outlet pipe may be permitted by the Plumbing Inspector if in his opinion it will answer the above stated purpose.

(h) The main vent on garage drains or catch basins shall be the same size as the main waste.

(i) Every building or portion of a building, wherein are kept less than four (4) automobiles or motor cars shall have their floor drains intercepted before entering the sewer by a floor drain with receptacle approved by and satisfactory to the Inspectors.

60AHD

PLUMBING FIXTURES

SECTION 70. (a) No trapped plumbing fixtures shall be located in any room or apartment which does not contain a window placed in an external wall of the building, or is not provided with a system of ventilation.

(b) Ventilation from toilet rooms shall be separate and distinct and have no connection whatever with the other ventilating ducts in the building.

COMPOSITION

SECTION 71. All receptacles used for water closets, urinals or otherwise for the disposal of human excreta, shall be either vitrified earthenward, hard natural stone, or cast iron porcelain enameled on the inside.

SEALS AND FLUSHING RIMS

SECTION 72. (a) All water closets or pedestal urinals or slop sinks with trap combined, shall have visible trap seals.

(b) All water closets or pedestal urinals shall be provided with flushing rims, constructed so as to flush the entire interior surface of the bowl thereof with water, as prescribed in Sub-section 79.

SINKS

SECTION 73. Where any privy vault or cesspool is ordered abandoned and a sewerage system is available, a yard or slop sink or a kitchen sink, shall be installed on the premises, in addition to the water closet, to provide suitable means for carr ing off waste water.

WATER CLOSETS

SECTION 74. (a) That the bowls and traps for water closets shall be made in one piece, and of such shape and form as to hold a sufficient quantity of water, when filled up to the trap overflow so as to completely submerge any matter deposited in them and properly slush and scour the soil pipe when the contents of the bowl are discharged.

(b) Water closets with low-down tanks shall be of a syphon pattern provided with refilling devices.

(c) Frostproof closets will be permitted in outbuildings only; and such outbuildings shall be at least ten (10) feet at the nearest point from a lot line of a building used for human habitation or occupancy.

A porch or other building structure attached to any building used for human habitation or occupancy shall be considered a part of such building.

(d) Pan, valve, plunger, offset, washout, latrine, and other water closets having visible seals or an unventilated space, or the walls of which are not thoroughly washed at each discharge, are prohibited, and all such existing closets shall be removed when so ordered by the inspector.

Long hopper water closets and similar appliances shall not hereafter be installed.

URINALS

SECTION 75. (a) All urinals, troughs, or gutters other than those hereto prescribed, shall be constructed of materials impervious to moisture and that will not corrode under the action of urine.

(b) In districts having no sewer connections, copper or galvanized

iron urinal troughs may be used in outhouses, sheds, barns, and in yards, at least twenty (20) feet distant from any building of a better grade, and not less than fifty (50) feet from any cistern or well.

SINKS

SECTION 76. Fixed wooden wash trays or sinks are prohibited in any building or part of building designed or used for human habitation.

WATER SUPPLY

SECTION 77. (a) All water closets, urinals or other plumbing fixtures, shall be provided with a sufficient supply of water for flushing, to keep them in proper and sanitary condition.

(b) No water closet or urinal bowl shall be supplied directly from the water supply pipes, but shall be supplied from a flushing tank or by an improved flushometer valve.

(c) Where flushing tanks are used a water closet or urinal bowl shall be indirectly flushed through a tank of at least four (4) gallons capacity for each water closet, and two (2) gallons for each urinal.

(d) The tank shall be properly supplied with water, and the flush pipe to the water closet or urinal shall be at least one and one-quarter (1¼) inches in diameter, except for outside hoppers and urinals.

(e) A group of urinals on the same floor subject to constant use, as in schools and factories, may be supplied from one tank, if provided with an automatic simultaneous flush, provided that each individual urinal shall receive not less than one gallon of water at each flushing, and the discharge is of such force as to cleanse each individual bowl at each flush.

(f) All urinals, having either intermittent or automatic flushing devices, shall be flushed at regular intervals, not to exceed ten (10) minutes each during the hours that such fi tures are in use.

(g) The backs of gutter stalls to the height of three and one-half (3½) feet shall be kept constantly moist with a proportionate supply of water while in use.

(h) Urinal troughs and gutters shall be flushed either by an automatic flushing tank the same as required for individual urinals or may be flushed by a direct water supply through a brass pipe carried the full length of the trough perforated every two (2) inches.

(i) All valves of flushing tanks shall be so fitted and adjusted as to prevent the wast of water.

The water from flushing tanks shall be used for no other purposes.

(j) All flushometer valves, used in place of tanks for water closets, shall be of a generallly approved type satisfactory to the inspector.

KITCHEN CATCH BASINS

SECTION 78. Catch basins for receiving kitchen wastes shall be constructed water-tight either of brick, concrete, tile or cast iron.

If of brick, tile or concrete, they shall be at least twenty (20) inches internal diameter, and be finished with a stone or iron cover.

60AHd

GREASE TRAPS

SECTION 79. (a) When grease traps are installed in connection with vegetable and pan ry sinks same shall be provided with a deep water seal trap combination and intercepting partition which will prevent broken vegetable particles and similar substances from going out and clogging waste pipes.

(b) An iron cover with tight joint shall be provided with bolts or screws for fastening, same to be easily removed when necessary.

(c) The interior and exterior water seal trap combination and the intercepting partition and inlet from sink shall be submerged in deep seal water thus preventing escape of sewer gas or catch basin odors when cover is removed for cleaning or inspection.

(d) The grease should be removed from the grease traps at least three (3) times each week when the grease traps are installed in restaurants, hotels, large and public institutions.

DRAINAGE

SECTION 80. (a) Every packing house and other establishment where g grease is rendered, used or stored, shall have installed as system of drainage basins (made of iron or steel) preventing the grease from finding its way into the sewers and shall consist of the following:

(b)One (1) 20 inch diameter of top and not less than thirty-eight (38) inches deep iron floor drainage basin to be provided with an iron removable receptacle inside of the basin to receive the grease and other material washed into the basin.

(c) The basin shall be provided with an air chamber in the receiver with a separate compartment constructed in such a manner that the discharge grease and other solids will accumulate in the receptacle.

(d) The inlet of the receptacle must be provided with an iron guard having a solid iron top of sufficient size to entirely conceal the opening of of the receptacle when discharging water or other material into the basin.

(e) The air chamber compartment shall be provided with at least two (2) two (2) inch vent hub connections.

Top of basin shall be provided with iron bar grate.

Two 2 inch vent stacks must be connected with the air chamber and must be extended outside of the building or through the roof.

One vent pipe should be several feet higher than the other in order to establ sh a continuous circulation.

(f) One (1) 20 inch diameter of top and not less than 36 inch deep double trapped grease trap basin, shall be provided with 7x12 inch hand hole cover in top of grease trap for removing the grease, with 2 inch vent hub connection at top of grease trap.

(g) Grease trap shall be vented with a 2 inch stack at outlet of grease trap.

(h) When an establishment in which the drainage system is to be installed is of greater than ordinary capacity, in that event, larger, or a series of basins should be installed to meet the requirements for said establishment.

The sizes to be determined by the City Department having this in charge.

PUMPS

SECTION 81. (a) Pumps shall be placed in the center of a concrete or cement platform not less than six (6) feet in diameter.

Platform should be placed six (6) inches above the natural grade line, and be graded up around the same to within two (2) inches of the top of the platform, and in such manner as to run all surface water away from the pump.

(b) Pumps shall be provided with concrete or cement gutters or sewer pipe drains which will carry all waste water and discharge same at a point not less than twenty (20) feet distant from the pump.

SUMPS, CESSPOOLS AND VAULTS

SECTION 82. In all buildings in which the whole or part of the house drainage or plumbing system thereof lies below the crown level of the main sewer, sewage or house wastes shall be lifted by artificial means and discharged into the house sewer.

SUMPS

SECTION 83. (a) All sub-house drains shall discharge into a perfectly air tight sump or receiving tank so located as to receive the sewage by gravity, from which sump or receiving tank the sewage shall be lifted and discharged into the house sewer by pumps, ejectors, or any equally efficient method.

(b)Such sumps shall be either automatically discharged or be of sufficient capacity to receive the house sewage and wastes for not less than twenty-four (24) hours.

WASTE

SECTION 84. The soil or waste pipe, leading to an ejector, or other appliance for raising sewage or other waste matter to the street sewer, shall, where a water closet or closets are installed, be provided with a soil and vent pipe not less than four (4) inches in diameter, and where fixtures other than water closets are installed, the vent pipe shall be the same diameter as the soil or waste pipe.

SUBSOIL DRAINAGE

SECTION 85. When subsoil catch basins are installed below the sewer level, automatic water ejectors provided with a ball float attached to the main water supply shall be used.

Such ejectors or any device raising subsoil water shall discharge into open drain.

COMPRESSORS

SECTION 86. (a) All motors, air compressors, and air tanks shall be located where they are open for inspection and repair at all times.

(b) The air tanks shall be so proportioned as to be of equal cubical capacity to the ejectors connected therewith, in which there shall be maintained an air pressure of not less than two (2) pounds for each foot of height the sewage is to be raised.

GOAHd

CESSPOOL OR SEPTIC TANK

SECTION 87. (a) Where a public sewer is not available, and written authority has been secured from the health officer to construct such cesspool or septic tank, and there is sufficient area for that purpose, a water-tight cesspool or septic tank may be used to receive sewage or other domestic wastes, which may be overflowed to a leaching cesspool, providing there is no danger of contaminating a water sup ly, well, or spring, and the soil is of absorbent character.

(b) Tight or leaching cesspools may be used to receive sewage or other domestic wastes only when written permission to that effect has been secured from the health officer, and usch permission can be given only when a public sewage system is not available.

(c) No cesspool for sewage shall be constructed where a sewer is available, nor shall any connections from such cesspool be made with any sewer.

(d) Cesspools now existing in premises accessible to a sewer and cesspools that may hereafter become accessible to a sewer, shall be discontinued, emptied of their contents, cleaned out, and be filled with earth or ashes, and the house sewer shall be disconnected from the old cesspool and be reconnected with the public sewer.

CONSTRUCTION

SECTION 88 (a) A water-tight cesspool for drainage shall not be less than six (6) fe t in diameter by ten (10) feet deep in the clear, or equivalent, built of cast iron, vitrified brick eight (8) inches thick laid in Portland cement mortar, or Portland cement concrete eight (8) inches thick, and made water tight and maintained so.

(b) No tight cesspool shall be placed within two (2) feet of any lot line, or twenty (20) feet of any building or cistern or thirty (30) feet of any well, spring , or other source of water supply used for drinking or culinary purposes.

(c) Tight cesspools shall be vented with four (4) inch vent pipes e extending not less than ten (10) feet above the ground, and not less than twenty (20) feet from any window, door or other openings in buildings used for human habitation.

LEACHING CESSPOOL

SECTION 89. (a) A leaching cesspool shall not be less than the dimensions of the water-tight cesspool, lined with brick or stone, without mortar.

(b) No leaching cesspool shall be placed within one hundred (100) feet of any dwelling or water-tight cistern, or within three hundred (300) feet of the source of any water supply.

RING AND COVER

SECTION 90. Tight and leaching cesspools shall be provided with twenty (20) inch cast iron rings and covers.

PIPING

SECTION 91. The inlet and outlet of the tight cess-pool shall be submerged at least one (1) foot below the flow line, and shall be of the same

size as the house sewer.

The piping between the tight and leaching cesspool may be either of vitrified sewer pipe or cast iron.

There shall be no outlet from a tight cesspool except to a leaching cesspool.

USE OF PRIVY VAULTS

SECTION 92. (a) Privy vaults may be constructed only on premises where water and sewers are not available, and after written permission has been obtained from the health officer.

(b) Privy vaults shall not be constructed where a sewerage system is available, nor on any lot wherein cleaning, the night soil would have to be carried through any building of human habitation, nor shall any old vault be connected to a sewer.

(c) Vaults, now existing on premises accessible to sewer, shall be cleaned to the bottom and filled with ashes or earth.

VAULTS

SECTION 93. (a) No vault, manure pit, open top cesspool, septic tank, or other reservoir which is used as a privy or receptacle for human or animal excreta, shall be located within two (2) feet of any building lot or alley line of twenty (20) feet of any street line or any building of human habitation or occupancy, or within fifty (50) feet of any cistern, well, spring, or other source of water supply used for drinking or culinary purposes, whether they are located on the same or an adjoining lot, or premises.

(b) No privy vault shall be located within fifty (50) feet of any school building.

(c) All vaults, pits, or other open top reservoirs described in Article A of this section shall be of either brick or concrete.

Vaults shall be made tight and their walls continued twelve (12) inches above the ground surface to prevent surface drainage.

No retempered cement shall be used.

(d) The walls of such vaults, if made of brick, shall be of hard burned sewer brick, not less than eight (8) inches thick, laid in Portland cement mortar and the walls plastered outside and inside with a half ($\frac{1}{2}$) inch coat of Portland cement mortar, in proportion of one (1) part of Portland cement and two (2) parts of clean sharp sand.

After this coating is put on, it shall be given one (1) coat wash of liquid Portland cement.

The bottom shall be at least three (3) brick courses laid in cement mortar, or Portland cement concrete mortar eight (8) inches thick.

(e) When Portland cement concrete is used to construct vaults, the walls shall be at least six (6) inches thick, laid to a form, and the concrete shall be made of one (1) part of live Portland cement, two and one-half ($2\frac{1}{2}$) parts clean, sharp sand, five parts (5) gravel or crushed stone, free from dust and of sizes between one-quarter ($\frac{1}{4}$) and one and one-half ($1\frac{1}{2}$) inches in largest diameter, and shall be plastered and grouted inside and out as prescribed above for brick construction.

60AHd

(f) If the vault is used in connection with an outhouse, the vault shall be of such a shape and size as not to extend under any portion of the floor of said outhouse, but only under the space oddupied by the seats.

Any portion of the vault extending beyond the walls of the outhouse shall be covered by a four (4) inch brick arch, four (4) inch stone flagging, reinforced concrete slab, or cast iron.

(g) Vaults shall be provided with a clean-out extension not le s than two (2) by one and one-half (1½) feet in size, connecting directly with the vault.

Cleanout openings shall be provided with a trap door the sull size of the clean-out.

Clean-out extensions shall extend at least one foot above the grade line.

OUTHOUSES

SECTION 94. (a) Over each privy vault, which shall receive nothing but human excreta, there shall be placed outhouse constructed as prescribed herein and in Sub-section 97.

(b) The seats shall be provided with self-closing, tight-fitting covers, and the space underneath shall be ventilated by a vent pipe or box extending upward, through, and three (3) feet above the roof.

Such vent pipe shall be at least six (6) inches square for every square yard or part thereof of vault surface.

(c) Floors of outhouses shall be made tight.

(d) Where outhouses are provided for the different sexes, if located within forty (40) feet of each other, the walks or approaches thereto shall be separated by a tight fence, at least seven (7) feet high, but in no case shall such outhouses be located within ten feet of each other.

TOILET ROOMS

SECTION 95. (a) All floors, in toilet rooms, lavatories, water closet compartments, or any other enclosure where plumbing fixtures are used within the building, shall be waterproof material, viz:

Asphalt, glass, marble, Portland cement, vitrified or glazed tile, terrazzo or monolithic composition.

Base shall not be less than six (6) inches high and shall have a sanitary cover at the floor level.

(b) In apartments, flats, tenements and dwellings where a toilet room is provided for each family, fixtures may be set directly on a wood floor.

PARTITIONS

SECTION 96. Where toilet rooms for males and females are adjacent to each other, they shall be separated by sound proof partitions extending to the ceiling, and the entrances shall be creened, and the traveling distance between them shall not be less than twenty (20) feet.

WALLS AND CEILINGS

SECTION 97. (a) In all buildings the outside partition of any water closet or urinal apartment shall be solid and extend to the ceiling or be independently ceiled over.

When necessary to light such apartments the upper part of the partitions

of such apartments shall be provided with translucent glass and interior partitions of such apartments shall be dwarf partitions.

(b) No room containing water closets or urinals shall be less than seven (7) feet high.

(c) All urinals, urinal trough, or gutters wherever used in Grade A school houses, shall be divided into stalls not less than eighteen (18) inches wide by partitions not less than four feet six inches (4 feet 6 inches) high , measuring from floor line, and nine (9) inches or more wide, raised not less than one (1) foot above the floor.

SEWAGE TREATMENT WORKS

SECTION 98. Sewage treatment works shall be constructed only after the site has been inspected and the site, plans and specifications for the construction of the same have been approved by the Indiana State Board of Health.

No such works shall be used to receive sewage or other domestic wastes until after the construction and equipment of the same have been completed in accordance with the plans approved by the Indiana State Board of Health.

WATER SUPPLY REGULATIONS

SECTION 99. The general regulations prescribed in Sub-section 23 and 24 shall apply also to water supply piping.

SUPPLY PIPES; MATERIAL

SECTION 100. (a) All water supply pipes leading from the water department stop shall be of cast iron, lead, brass or type "k" copper of proper quality, strength and size, subject to the approval of the inspector.

(b) No main sup ly of service pipe shall be less than three-quarters (3/4) inch in diameter for any building.

(c) No water pipe supplies less than one-half ($\frac{1}{2}$) inch in diameter shall be run to any fixture except short branch connections to lavatories or other small fixtures.

Where bath rooms are installed the hot and cold water supplies for the same shall not be less than five-eighths (5/8) inch strong lead pipe or three-fourths (3/4) inch galvanized Type L or M copper or brass pipe and not less than one-half ($\frac{1}{2}$) inch branches from main suppl, to the various fixtures, pipe sizes to be increased according to number of fixtures in installation to provide sufficient water supply.

(d) For the amount of the water required for water closets, urinals, and similar fixtures, see Sub-Section 79.

(e) All joints shall be made water tight, and joints in wrought iron or brass pipe must be made by standard threads and proper fittings, and on lead pipe and where lead and iron or brass are joined by plumbers wiped joints, in the former caseusing brass thimbles at the junction.

No cup joints will be allowed.

(f) All pipe having burrs or other projections that would reduce the effective area of the pipe, shall be reamed.

STOP COCKS

SECTION 101. There shall be a stop cock or valve on every main supply just after it enters the building.

Service line, one (1) inch and larger, to have stop valve on house side.

DIGEST

INSTALLATION OF PIPES

SECTION 102. All pipe shall be properly supported and stayed hot water pipes shall be run and supported to allow for expansion and contraction.

INSPECTION AND TESTS

SECTION 103. All work covered by this part shall be inspected by the Plumbing Inspector.

No part of any plumbing of drainage system or any water supply system shall be covered until it has been inspected, or tested, or both, and approved, and no system except a water supply system, shall be used until it is finally tested and approved.

TESTING PIPES

SECTION 104. All piping of a drainage or plumbing system shall be tested by the plumber in charge, with water, smoke or peppermint test for draining, and water or air for water lines, in the presence of the inspector.

MATERIAL AND ORDER OF TESTS

SECTION 105. (a) The material and labor for all tests shall be furnished by the plumber.

(b) The tests shall be made as general building conditions and progress of construction warrant, and it shall be the duty of the Plumbing Inspector to make necessary inspections of tests at intervals during the construction of the building when called upon to do so.

DRAINS

SECTION 106. (a) The house drain shall be tested with water, smoke or peppermint test.

The water test shall have a ten (10) foot head of water, and the smoke and peppermint test a five (5) pound pressure.

(b) All alterations, repairs or extensions of soil, waste or vent work shall be inspected and tested and charge of one ($1.00) Dollar only shall be made for the permit.

GENERAL DRAINS

SECTION 107. For a yard drain and for a stable, garage or any part of a stable the same inspection of the plumbing and drainage system thereof shall be made as in the case of an ordinary dwelling.

CONDUCTOR PIPES

SECTION 108. Conductor pipes and their roof connections within the walls of buildings, or conductor branches on the outside system where such branches connect with the sewer and are less than three (3) feet from the wall of the building, shall be tested by the water test.

Conductor branches on the outside system may be tested in the same manner as in Sub-Section 106.

TESTING

SECTION 109. When a plumbing or drainage system is completed and the water is turned on and the traps filled, it shall be inspected and tested.

When the location of any fixture is changed it shall be inspected and tested.

"ROUGH WORK"

SECTION 110. (a) Soil, waste and vent, and inside conductor pipe stacks, and all work known as "rough work" between the house drain connections to points above the finished floors and beyond the finished face of walls and partitions shall be tested with the water, peppermint or smoke test when the whole stack is completed and topped out above the roof.

(b) The water test shall be applied by closing the opening at the outlet end of the house drain and all openings in the piping, with proper testing plugs, to the highest opening above the roof, and completely filling the system with water, this shall be acceptable when the pressure on the drainage lines will not exceed a 50 foot head, the water columns to be left standing at least fifteen (15) minutes.

If the water level remains constant such time, the system will have been acceptably tested.

(c) When water is not available or where there is danger of freezing the peppermint or smoke test may be used with a pressure of five (5) pounds, using an open mercury gauge with ten (10) inches of mercury, or a properly tested recording gauge.

DEFECTS

SECTION 111. If inspection or tests show defects, the defective work or material shall be replaced or corrected within five (5) days and the test again applied.

In all cases the inspector shall designate the points at which the pressure shall be received or drawn off.

REPLACEMENTS

SECTION 112. Tests shall not be required after the repairing or replacing of any old fixture fitting, faucett or valve by a new one, to be used for the same purpose; forcing out stoppage, reapiring leaks, or relieving frozen pipes and fittings; but such repairs or alterations shall not be construed to include cases where new vertical or horizontal lines of soil, waste, vent or interior leader or conductor pipes are used or their relative locations changed, provided that, in a building condemned by the inspector because of unsanitary conditions of the house drainage or plumbing shall be considered as coming under the head of repairs, but all such house drainage or plumbing shall be installed as prescribed for new buildings.

EXHIBITION

SECTION 113. No tests or inspection shall be required where a house drainage and plumbing system, or part thereof, is set up for exhibition purposes.

DEFINITIONS

SECTION 114. (a) For the purpose of this Code the following terms shall be defined as stated:

A back vent pipe is that part of a vent pipe line which connects directly with an individual trap underneath or back of the fixture, and extends either to the branch, main soil, or waste vent.

(b) Conductors, roof leaders, or downspouts are conveyors which carry

60AHd

the storm or rain water from the roofs of buildings to the house or yard drain or to the gutter.

The term downspout is usually applied to the vertical portion.

(c) A house drain is that part of the horizontal piping of a house drainage system which receives the discharge of all soil, waste and other drainage pipes inside the walls of any building and conveys the same to the house sewer, three (3) feet outside the foundation wall of such building.

MAIN DRAIN-----SAME HAS HOUSE SEWER

(d) House sewer or main drain is that part of the horizontal piping beginning three (3) feet from the foundation wall of its connection with the main sewer or cesspool.

(e) The Plumbing Inspector or any of his authorized deputies or assistants. The head of the Bureau of Plumbing.

(f) Leaders same as conductors.

(g) Local vents----See vent Pipe.

(h) Plumbers' work shall include all piping in a building upon which tests are required and shall include the house drain, soil and waste stacks, water supply pipes, conductors and roof leaders.

(i) Depth of a seal of a trap is the height of the water column measured between the points of overflow and the dip or division level separating the inlet and outlet arms of the trap.

(j) A soil pipe is any pipe which conveys the discharge of water closets with or without fixtures, to the house drain.

(k) Soil Vent----See Vent Pipe

(l) Subsoil Drains----See Drains

(m) Trap is a fitting so constructed as to prevent the passage of air or gas through a pipe without materially affecting the flow of sewage or waste water therein.

(n) A vent pipe is any pipe provided to ventilate a drainage and plumbing system of piping and to prevent syphonage and back pressure.

(o) Local or surface vent is a pipe by which the foul air in bowls or water closets or other plumbing fixtures is removed.

(p) Soil or waste vent is that part of the main soil or waste pipe above the highest installed branch or fixture connection, extending through the roof.

(q) The waste pipe is any pipe which receives the discharge of any fixture except water closets, and conveys the same to the soil pipe or house drain.

(r) Waste Vent---See Vent Pipe

GAS, VAPOR AND OIL, FITTINGS AND EQUIPMENT

SECTION 115. This part shall apply to and include the erection, construction, alteration or repair of new piping and equipment in or for any building or structure, through which is conveyed or intended to be conveyed, gas, vapor, or oil for power, heating, mercantile, storage or illuminating purposes including the connections therewith of all fixtures of lighting or burning.

ENFORCEMENT

SECTION 116. It shall be the duty of the Chief Inspector through the Plumbing Inspector and his authorized deputies, to enforce all of the provisions of this Code, except where expressly provided that the Chief of the Division of Fire shall enforce such provisions.

If a condition exists or arises which, in the opinion of the Chief Inspector, meets the intent and purpose of the various provisions of this Code but does not conform to the exact requirements, he may, at his discretion, accept and permit such a condition as conforming to this Code.

INSPECTION

SECTION 117. The Chief Plumbing Inspector shall, upon a;;lication by any reputable firm that is to supply gas, vapor or oil, appoint one or more of their employees as an inspector, giving him all the rights and privileges of any other inspector and hold him responsible for all the acts of this Code.

GAS FITTING

SECTION 118. (a) All pipe shall be of the best quality of wrought iron or steel pipe, except gas service lines shall be galvanized pipe.

(b) Joints should be made up with white lead or other approved pipe compound preferable applied to the male threads.

(c) No second-hand pipe shall be used, except that when a building is undergoing reconstruction or repairs such as old gas pipe as is taken out and found to be in good condition may be re-run in that building.

PIPE FITTINGS

SECTION 119. All fittings, except stop cocks and valves, shall be of malleable iron.

All bends or angles in pipes shall be made with fittings, and the bending of pipe is prohibited.

All gas fittings such as cocks, double centers, nozzles, ect., shall be of heavy brass or cast iron.

SIZES OF PIPE

SECTION 120. All sizes of pipe prescribed in this part are the standard sizes for such pipe, and refer to the inside diameter.

All pipe shall be free from obstruction and of a uniform bore throughout their length, and shall be reamed at the ends where burrs would otherwise reduce their effective area.

(a) The schedule for heating pipes shall be used as follows:

An outlet for the gaslog or grate shall be counted as equivalent to not less than six burners.

A gas range as equivalent to not less than twenty (20) burners.

All other outlets shall be properly proportioned according to the schedule for pipes for illuminating purposes upon the basis of one burner consuming not more than eight (8) cubic feet of gas per hour.

(b) The sizes of gas supply pipes to automatic instantaneous gas water heaters shall not be less than the following:

Rated Capacity of Heater	Size of Pipe
2 gallons per minute	1 inch
3 gallons per minute	1¼ inch
4 gallons per minute	1½ inch
5 to 8 gallons per minute	2 inch

60AHd

WEIGHT

SECTION 121. Gas pipe, arms, and stems of fixtures shall be of the kind classed as the standard pipe, and shall weigh not less than the following:

Size in Pipe in Inches	Pounds per Foot
⅜	.56
½	.85
¾	1.12
1	1.67
1¼	2.24
1½	2.68
2	3.61
2½	5.74
3	7.54
4	10.66

STOP COCK REQUIREMENTS

SECTION 122. (a) All stop cocks shall be so placed as to be readily accessible.

(b) Every gas main or service two (2) inches or over in size supplying a building in the PRIMARY AND SECONDARY FIRE LIMITS shall be provided with a full way cock of pattern apprived by the Chief Inspector.

(c) Every gas main supplying buildings included in this Code shall be provided with a heavy main full way cock, as close to the inside of the foundation wall as practicable, and in cases where there are two or more meters or systems supplied from the one service pipe, there shall be an additional straightway cock at the inlet side of each meter, or on each branch to a separate system.

(d) Brass-seated gate valves shall be used for service pipes of a greater diameter than two inches.

(e) Nothing in this Code is meant to prohibit the use of automatic stop cocks.

Automatic stop cocks, if used, shall be of such design, construction and mechanism as to meet with the approval of the Chief Inspector.

Automatic stop cocks shall be provided with a device which will operate at a temperature of from one hundred and sixty (160) to one hundred and sixty-five (165) degrees Fahrenheit.

Automatic stop cocks shall also be operated manually, either at the cocks or by proper extensions extending to an open vestibule or beyond the external walls of the building.

NEW INSTALLATION

SECTION 123. (a) In all cases of new installation, every building shall have an independent gas service of a size hereinafter prescribed.

(b) Where a main runs through a masonry foundation wall, the same shall be thoroughly cemented into the wall.

(c) Where two or more different kinds of gases or vapors or both gas and vapor are supplied to the same building, and the building is so designed as to be supplies with more than one kind of gas or vapor, or by both gas and vapor, no rigid or permanent by-pass connections shall be made between the different systems; but swinging arm connections may be installed, providing that at no time shall pipes supplying more than one kind of gas or vapor, or both gas and vapor, be connected to the same piping system.

(d) This section shall also apply when gas or vapor and oil is used.

(e) Where gas and air are both used, a pressure check valve shall be supplied so as to keep air from getting into gas line.

(f) No service pipe shall be run exposed through any open area or directly under an opening, door or cover of any covered area.

GAS METER

SECTION 124. (a) Solid or other approved meter connections shall be used in all cases.

(b) Meters placed in cellars shall be set on an outside wall, wherever practicable, at least four (4) feet above the floor level, except where meters are large and heavy, in which case they may be set on the floor.

(c) Meters shall be so located to have an unobstructed passage leading thereto, so as not to be exposed to frost or dampness and so as not to be liable to injury from any other cause.

(d) All meters shall be located at the head of service.

(e) Meters shall not be located in coal bins or inaccessible places.

LOCATION AND SETTING OF PIPES

SECTION 125. (a) Any gas pipe laid in damp places should be properly dripped or graded and nothing but galvanized pipe should be used in these places.

(b) No pipe shall be laid so as to support any weight except lighting fixtures, or to be subjected to any strain whatever.

All pipe shall be properly laid and fastened to prevent its becoming trapped.

All suspended pipe shall be supported and stayed with pipe hooks, straps, and screws or otherwise in a manner satisfactory to the Chief Inspector.

All pipes shall be laid where practicable, above timbers or beams, and not beneath them.

(c) Wooden beams or joists shall not be cut or bored when the cut is deeper, or the center of the bore is below one-fifth (1/5) of the beam depth below the top, nor at the point beyond one (1) foot from the ends.

(d) All pipes shall be properly graded and sloped toward the riser and meter.

A bracket outlet shall be run as a riser and not as a drop wherever practicable

(e) All outlets shall be set plumb and securely fastened and they shall be left capped until the fixtures are connected.

(f) Outlets shall not project more than three-quarters (3/4) of an inch beyond plastered ceilings, centerpieces, or walls.

(g) Outlets for gas stoves, heaters, or gas logs shall not be less than three (3) inches above the floor and two (2) inches in the clear from the baseboard.

(h) No outlet shall be located under or near any tank containing inflammable oils, back of any door, or within one (1) foot of any door or window casing.

(i) Outlets for vestibules, public halls, stairways, basements, or other public parts of buildings, where the different suites, apartments, or rooms are separately metered, shall be taken from a meter arranged to supply such outlets independently from the meters for the various suites, apartments or rooms.

60AHd

GAS ENGINES

SECTION 126. (a) No gas water heater or heaters of any description shall be installed in bathrooms or other confined spaces whether connected with or without smoke pipe extension to a flue.

The shuttle on the mixing valve shall be so constructed as to prevent the possibility of disarrangements, due to carelessness or expansion or contraction; at the same time it shall be accessible and easily controlled.

No heater shall be set closer to any combustible floor than one (1) foot six inches (1foot 6 inches) measuring from the top of the burners.

(b) All instantaneous gas water heaters automatically controlled by pressure valve and thermostat, shall conform to the general requirements of Article A of this section, except that they may be set on a sheet metal mat or pan, or an incombustible floor.

Heaters of this type shall be provided with separate supply pipes from the meter.

(c) On all water heaters of any kind or description what soever there shall be installed a diaphram type relief valve of not less than half inch., approved by the City Board of Plumbing Examiners.

REMODELING OLD BUILDINGS

SECTION 127. When for any reason, in remodeling old buildings it is impractical to comply strictly with these regulations, the Inspector shall have the power to modify their provisions so that the spirit and substance thereof shall be complied with.

EXTENSIONS

SECTION 128. (a) Nothing in this Code shall be meant to prohibit the extension of a gas pipe from a building located on the front portion of a lot, to a stable, workshop, or building of a similar character located on the rear of the said lot, if there is no main in the rear alley or street, and both buildings are located on the same lot and are owned, occupied or used by the same owner.

If separate meters are used, both meters shall be placed in the front building with separate piping to each building.

(b) Extensions shall conform in size to the table in Sub-Section 124, and shall be made where the size of pipe can be maintained, and in no case shall extensions be made from smaller pipe.

(c) When necessary to cut out pipe or installations for repairs, pipe shall again be put together in a tight and workmanlike manner.

NECESSARY REPAIRS

SECTION 129. The Chief Inspector shall promptly condemn and order the removal, reconstruction or repair of any existing system of gas piping, or portion thereof, which in his opinion is dangerous to life and property, and such existing system shall be immediately removed, reconstructed or repaired as ordered.

TESTS

SECTION 130. (a) Each and every new or remodeled system of gas piping in any building or structure shall be inspected and tested by the Chief Inspector, or any inspector approved by him, as provided in Sub-Section 117, from the outside stop cock box.

(b) When any work is to be covered or concealed there shall be two tests, one when roughing-in is completed, and the other the final test.

No work shall be covered or concealed until approved by an inspector. All material for the inspection shall be furnished by the gas fitter.

(c) All outlets shall be capped with iron caps and the system shall be tested with air to a pressure equal to a column of mercury six (6) inches high in a mercury gauge, and for such lengths of time as the Inspector shall determine.

(d) Final test shall be made when all fixtures and pipes are connected and completed, and such test shall be equal to a pressure of at least two (2) inches of mercury for five (5) minutes.

(e) In no case shall a gas pipe be filled with water, acid or other liquid to test or to tighten leaks.

Where water, acid or other liquids are found, the whole line of pipe shall be condemned, and such liquids shall be removed by the gas fitter by such method as the Inspector shall direct, and no system shall be used until in the opinion of the Inspector all liquids have been removed.

CERTIFICATE

SECTION 131. No new or remodeled piping system shall be used in any building until the piping and fixtures have been tested and approved by the Inspector, and Inspector of the Gas Company.

INSTALLATION

SECTION 132. All gasoline vapor, gas lighting machines, lamps and systems shall be constructed and installed in accordance with the rules and requirements of the National Board of Fire Underwtiters.

ACETYLENE GAS MACHINES AND SYSTEMS

SECTION 133. All acetylene gas machines, pipes, generators and systems shall be constructed and installed in accordance with the rules and requirements of the National Board of Fire Underwriters.

INDIVIDUAL OIL BURNING EQUIPMENT NOT FOR HOUSEHOLD PURPOSES.

SECTION 134. All individual oil burning equipment for other than household purposes, shall be constructed and installed in accordance with the rules and requirements of the National Board of Fire Underwriters.

GAS SERVICE CONNECTIONS

SECTION 135. (a) Each and every new gas service or pipe connection between the mains of the Gas Company and the meter located in consumer's residence or place of business shall be constructed and laid by the Gas Company, this shall be done to avoid possible interference with proper service, due to location of meter, proper drainage to main, proper tap of main, proper size to supply demand of gas applaiances that will be used.

(b) Reduce number of joints to minimum and furnish proper protection to mains in event laid through ground having cinders or ashes.

6940

(c) As provided for in the ruling of the Indiana Public Service Commission that all gas services or connections from main after once laid shall be maintained thereafter and kept in repair and condition by the Gas Company, at its own expense.

Such work shall be hereafter done exclusively by the Gas Company at reasonable prices.

USED AND SECOND HAND PLUMBING FIXTURES

SECTION 136. (a) That hereafter before any used or second hand plumbing fixtures are installed in any building, either public or private, in the City of Fort Wayne, such used or second hand fixtures shall be inspected and approved by the Board of Health, through the Plumbing Inspector.

(b) That when such used or second-hand plumbing fixtures have been approved by the Plumbing Inspector, he shall affix and attach to such fixtures a label or sticker containing thereon the name of the City of Fort Wayne, a serial number and the signature of the Plumbing Inspector of the City of Fort Wayne, or a facsimile of said signature, and no used or second hand plumbing fixture shall be installed in any building, either public or private in the City of Fort Wayne until and unless such used or second-hand fixture has affixed thereto such label or sticker.

VIOLATIONS AND PENALTIES

SECTION 137. (a) Licenses to be revoked for unlawful securing of permits for others: Any person duly licensed, as required by this ordinance, to supervise or perform any installations of work governed by this ordinance, who shall, as such licensee, take out or secure a permit such as required by this ordinance for work to be done by any person or persons not connected with such licensee nor in the employ of such licensed person, or who shall allow his name to be used by any other person, persons, firm or corporation for the purpose either of doing any such work or obtaining permit therefor, shall by such act, upon conviction thereof, forthwith forfeit his license, and the City Comptroller, Chief Plumbing Inspector, Board of Health, or any or either of them, shall thereafter refuse to issue any further permits to construct, install, alter or repair any plumbing or plumbing equipment under any license so forfeited.

(b) That any person, firm or corporation, licensed to do business under the provisions of this Code, any person, firm or corporation including owners of, and agents for, real estate being improved by work governed by the provisions of this ordinance who shall violate any of the provisions of this Ordinance or fail to comply with any of such provisions, shall be subject upon conviction thereof, to a fine of not less than $10.00 nor more than $100.00 for the first offense; and for the second and each subsequent offense thereafter not less than $25.00 nor more the $200.00.

CONSTITUTIONALITY

SECTION 138. Be it further ordained, that should any section, clause or provision of this ordinance be held unconstitutional or invalid by any court, all other section, clauses and provisions shall nevertheless be deemed as effective as though such unconstitutional or invalid section, clause or provision had never been inserted in this ordinance.

REPEALING SECTION

SECTION 139. Be it further ordained, that all former ordinance of the City of Fort Wayne and parts of ordinances affecting or relating to plumbing, drainage, ventilation, water-supply, gas piping and automatic sprinkler systems. as herein defined, providing for the issue of license or permits for ary work governed by the provisions of this ordinance and all ordinances and parts thereof inconsistent with or in conflict with this ordinance or any part hereof are hereby repealed; and the following ordinances and parts of ordinances and all amendments thereto, are hereby repealed, to-wit:

Section 258 of General Ordinance No. 1328, passed as amended December 14, 1926, commonly known as the Building Code; and General Ordinance No. 1585, passed February 24, 1931; and General Ordinance No 1780, passed February 27, 1934.

SECTION 140. Be it further ordained, that this ordinance to be known as the Plumbing Code, shall take effect from and after its passage and approval by the Mayor and its legal publication.

HARRY M. MCMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8 Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a Regular meeting, held on the 14th day of June, 1938, by a majority vote of all members elect did pass the ordinance hereunto attached, and known as:

GENERAL ORDINANCE NO. 1 9 3 7

WALTER C. VETTER, President LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 17th day of June, 1938.

LEONARD H. ELLENWOOD, City Clerk

Approved thie 17th da of June, 1938.

H. W. BAALS, Mayor.

60AHd

GENERAL ORDINANCE NO. 1 9 3 8

AN ORDINANCE changing the name of EMERSON AVENEUE, a street and public highway in the City of Fort Wayne, Indiana, from the east line of Schilling Avenue to the south line of Hoffman Boulevard to POINSETTE DRIVE.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the name of Emerson Avenue, a street and public highway in the City of Fort Wayne, Indiana, from the east line of Schilling Avenue to the south line of Hoffman Boulevard, be changed to Poinsette Drive.

Section 2. That this ordinance shall be in full force and effect from and after its passate and approval by the Mayor.

Arno C. Spiegel.

The ordinance was read the third time in full and on motion was now passed by the following vote; (Ayes---8 Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23th day of June, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1 9 3 8

LEONARD H. ELLENWOOD, CITY CLERK.

Presented to the Mayor for approval on the 30th day of June 1938.

LEONARD H. ELLENWOOD, CITY CLERK.

Approved this 30th day of June, 1938.

H. W. ZAALS, MAYOR.

SPECIAL SESSION, JULY 26, 1938.

The Common Council of the City of Fort Wayne met in the Council Chambers in the City Hall in said City on the 26th day of July, 1938, at the hour of 8:00 o'clock P. M., in special session pursuant to call duly served on each member of the Council in accordance with the rules of the Council.

The meeting was called to order by Walter C. Vetter, President of the Council, who presided. On roll call the members of the Council were shown to be present or absent as follows:

Present: Gerald C. Aurentz, Ben F. Bennett, George A. Dinnen, Harry M. McMillen, Charles E. Moellering, Arno C. Spiegel, Walter C. Vetter, Frank A Wyss.

Absent: None.

The City Clerk then read the call for this special meeting, together with Clerk's notice and proof of service thereof, the same being as follows:

COUNCIL'S PETITION FOR A SPECIAL SESSION

To the Members of the Common Council
of the City of Fort Wayne:

You are hereby notified that a special meeting of the Common Council of the City of Fort Wayne will be held in the Council Chambers in the City Hall on the 26th day of July, 1938, at the hour of 8:00o'clock P. M. for the purpose of further consideration of and action on an Ordinance relating to the establishment, construction and operation of Sewage Treatment works, and the issuance of revenue bonds to finance the cost thereof; also to consider any other business that may be properly presented at said meeting.

Dated this 25th day of July, 1938.

ARNO C. SPIEGEL
BEN F. BENNETT
WALTER C. VETTER
HARRY M. McMILLEN
G. A. DINNEN

Made a matter of record.

CLERK'S NOTICE OF SPECIAL MEETING

To the Members of the Common Council
of the City of Fort Wayne:

You are hereby notified that a special meeting of the Common Council of the City of Fort Wayne will be held in the Council Chambers in the City Hall on the 26th day of July, 1938, at the hour of 8:00 o'clock P. M. for the purpose of further condiseration of and action on an Ordinance relating to the establishment, construction and operation of Sewage Treatment works, and the issuance of revenue bonds to finance the cost thereof; also to consider any other business that may be properly presented at said meeting.

Dated this 25th day of July, 1938.

LEONARD H. ELLENWOOD
Clerk of the City of Fort Wayne, Indiana.

Made a matter of record.

GQAHd

SERGEANT-AT ARMS RETURN OF CALL FOR SPECIAL SESSION

The foregoing notice of a special meeting of the Common Council of the City of Fort Wayne, to be held on July 26, 1938, was served by me on each member of the Common Council on the 25th day of July, 1938, by reading the same to and leaving a copy with the following members of the Council: Ben F. Bennet, George a. Dinnen, Harry M. McMillen, Arno C. Spiegel, Walter C. Vetter, and leaving a copy of said notice at the last and usual place of residence of the following named members of the Council whom I was unable to locate in the City of Fort Wayne on the day of servic of said notice: Gerald C. Aurentz, Charles E. Moellering.

Dated this 26th day of July, 1938.

JULE STUMPF, Sergeant-at-Arms.

Made a matter of record.

Councilman Gerald C. Aurentz, Chairman of the Committee of the Whole, presented the report of said Committee on Ordinance No. 1939, which is as follows:

REPORT OF THE COMMITTEE OF THE WHOLE

TO THE MEMBERS OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

"E, The Committee of the Whole, to which has been referred "An Ordinance concerning the construction and operation by the City of Fort Wayne, Indiana, of sewage treatment works, the issuance of revenue bonds to provide for the cost thereof, the collection, segregation and distribution of the revenues of said works, the safeguarding of the interests of the holders of said bonds, and other matters connected therewith", have had the same underconsideration and beg leave to report that said Ordinance be amended by adding to subdivision (a) of Section 12 of said Ordinance the following:

"All contracts for labor and/or material providing for the expenditure of sums in excess of Two Thousand ($2,000.00) Dollars shall be approved by the Common Council of the City of Fort Wayne, Indiana, before the same shall be effective"

and that when said Ordinance is amended as hereinbefore set out, that said Ordinance do pass.

Gerald C. Aurentz
Arno C. Spiegel
Frank A. Wyss
Walter C. Vetter
Ben F. Bennett
Charles E. Moellering
Harry M. McMillen
G. A. Dinnen

Concurred in.

Councilman George A. Dinnen then submitted the Following motion to amend:

MOTION TO AMEND

MR. PRESIDENT:

I move to amend "An Ordinance concerning the construction and operation by the City of Fort Wayne, Indiana, of sewage treatment works, the issuance of revenue bonds to provide the cost thereof, the collection, segregation and distrubtion

of the revenues of said works, the safeguarding of the interests of the holders of said bonds, and other matters connected therewith", in the following manner, to-wit: By adding to subdivision (a) of Section 12 of said Ordinance the following: "All contracts for labor and/or material providing for the expenditure of sums in excess of Two Thousand ($2,000.00)Dollars shall be approved by the Common Council of the City of Fort Wayne, Indiana, before the same shall be effective".

G. A. DINNEN

Motion to amend was seconded by Councilman Ben F. Bennett and on roll call was carried by the following vote:

Ayes---8 viz: Aurentz, Bennett, Dinnen, McMillen, Moellering, Spiegel, Vetter, Wyss.

Nays---none.

Councilman George A. Dinnen moved that Ordinance No. 1939 be read a third time in full and placed upon final passage, This motion was seconded by Councilman Arno C. Spiegel and carried by the following vote:

Ayes---8 viz: Aurentz, Bennett, Dinnen, McMillen, Moellering, Spiegel, Vetter, Wyss.

Nays---none.

The City Clerk then read Ordinance No. 1939 the third time in full.

Councilman George A. Dinnen moved that Ordinance No. 1939 be adopted as read. This motion was seconded by Councilman Arno C. Spiegel and on call of the roll was adopted by the following vote:

Ayes---8 viz: Aurentz, Bennett, Dinnen, McMillen, Moellering, Spiegel, Vetter, Wyss.

Nays---none.

The presiding officer declared Ordinance No. 1939 duly passed and adopted and said Ordinance as ammended reads as follows:

GENERAL ORDINANCE NO. 1 9 3 9

An Ordinance concerning the construction and operation by the City of Fort Wayne, Indiana, of sewage treatment works, the issuance of revenue bonds to provide for the cost thereof, the collection, segregation and distribution of the revenues of said works, the safeguarding of the interests of the holders of said bonds, and other matters connected therewith, as amended this 26th day of July, 1938.

WHEREAS, the Department of Commerce and Industries of the State of Indiana, acting pursuant to the provisions of Chapter 152 of the Acts of the Indiana General Assembly for the year 1935, has heretofore taken the necessary actions precedent to and has issued a final order requiring the City of Fort Wayne to cease polluting the streams and watercourses in and about said City, and to abate the existing condition of pollution, thereby making it mandatory for the City to proceed as soon as may be done with construction of sewage treatment works; and the Common Council now finds that said order was issued under date of August 30, 1937, served on the Mayor and City Clerk of the City of Fort Wayne on August 31, 1937, and published in the Fort Wayne Journal Gazette on September 1, 1937; that no action to vacate and set aside said final order has been filed by the City of Fort Wayne or other parties in interest; and that the time permitted by statute for the

60640

filing of such action has expired; and

WHEREAS, the Common Council further finds that it would be to the best interests of the City of Fort Wayne and its citizens to provide for the construction and financing of such sewage treatment works under the provisions of Chapter 61 of the Acts of the General Assembly of the State of Indiana for the year 1932 (Special Session) and the acts amendatory thereof and supplemental thereto; that the Board of Public Works has caused to be prepared, plans, specifications and estimates for such sewage treatment works, and has determined that the estimated cost of said project, including incidental expenses, is in the amount of Five Million Three Hundred Twenty-two Thousand Dollars ($5,322,000.00); that the Federal Emergency Administration of Public Works has allocated a grant to said project in the maximum amount of Two Million Three Hundred Twenty-two Thousand Dollars ($2,322,000.00) which will make it possible for the City to construct said sewage treatment works and the necessary appurtenances thereto from the proceeds of revenue bonds in the amount of Three Million Dollars ($3,000,000) that the City Controller, withthe consent and approval of the Common Council and the Board of Public Works, has arranged for the sale of such revenue bonds when issued in accordance with the terms and conditions of this ordinance; and

Whereas, the Common Council now finds that all conditions precedent to the adoption of an ordinance authorizing the establishment, construction, equipment, operation and maintenance of said sewage treatment works and appurtenances thereto, and the authorization and issuance of revenue bonds to provide that part of the cost of said works to be provided by the City, have been met; now therefore, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the City of Fort Wayne establish, construct, equip, own, operate, and maintain sewage treatment works, together with such equipment and appurtenances as may be necessary or useful and convenient for the treatment, purification and disposal in a sanitary manner of the sewage and industrial wastes of said City, including all necessary lands, rights-of-way, and other property therefor within or without the corporate limits of said City, under and pursuant to Chapter 61 of the Acts of 1932 (Special Session), being an act approved August 17, 1932, and the acts amendatory thereof and supplemental thereto(hereinafter sometimes referred to as the "Act"). The term "works" where used in this ordinance shall be construed to mean and include all such structures and property.

SECTION 2. Sais sewage treatment works, consisting of land, easements, rights-of-way, building, grit chambers, primary settling tanks, aeration tanks, secondary tanks, sludge digestion tanks, sludge beds, incineration equipment, pumping stations, intercepting sewers, connecting sewers, diversion sewers, shall be acquired and constructed at a cost of not to exceed the estimated cost of Five Million Three Hundred Twenty-two Dollars ($5,322,000.00) in accordance with the plans, specifications and estimates heretofore prepared by Cole, Moore& Geupel, Inc., consulting engineers, which are now on file in the office of the Board of Public Works and are hereby adopted and approved and by reference made a part of this ordinance as fully as if the same were attached hereto and incorporated herein. The Board of Public Words and other proper officials of the City of Fort Wayne are hereby authorized and directed to proceed with the construction of such

works and the securing of the necessary property therefor as provided by this ordinance and by said Act.

SECTION 3. The City of Fort Wayne shall issue its "Sewage Works Revenue Bonds", in the principal amount of Three Million Dollars ($3,000,000.00) for the purpose of procuring funds with which to pay the cost of said works (as "cost of works" is defined in Section 7 of said Act).

Said bonds shall be issued in the denomination of One Thousand Dollars ($1,000.00) numbered consecutively from 1 to 3000, dated as of August 1, 1938, and shall bear interest at the rate of three and one-half per cent (3½%) per annum, payable on the first days of February and August in each year, beginning on February 1, 1939, such interest to be evidenced by coupons attached to said bonds. Both bonds and interest coupons shall be payable in lawful money of the United States of America at the LINCOLN NATIONAL BANK AND TRUST COMPANY in the City of Fort Wayne, Indiana, and such bonds shall mature serially in numerical order in the amounts and on the dates as follows:

$ 62,000.00	August 1, 1941	$104,000.00	August 1, 1955
65,000.00	August 1, 1942	108,000.00	August 1, 1956
67,000.00	August 1, 1943	112,000.00	August 1, 1957
70,000.00	August 1, 1944	117,000.00	August 1, 1958
72,000.00	August 1, 1945	121,000.00	August 1, 1959
75,000.00	August 1, 1946	126,000.00	August 1, 1960
78,000.00	August 1, 1947	130,000.00	August 1, 1961
81,000.00	August 1, 1948	135,000.00	August 1, 1962
84,000.00	August 1, 1949	140,000.00	August 1, 1963
87,000.00	August 1, 1950	145,000.00	August 1, 1964
90,000.00	August 1, 1951	151,000.00	August 1, 1965
93,000.00	August 1, 1952	157,000.00	August 1, 1966
97,000.00	August 1, 1953	163,000.00	August 1, 1967
101,000.00	August 1, 1954	169,000.00	August 1, 1968

Said bonds shall be signed in the name of the City of Fort Wayne by the Mayor, countersigned by the City Controller, and attested by the City Clerk, who shall affix the seal of said City to each of said bonds, The interest coupons attached to said bonds shall be executed by placing theron the facsimile signatures of the Mayor and City Controller, and said officials, by the signing said bonds, shall adopt as and for their own proper signatures their facsimile signatures appearing on said coupons. Said bonds shall have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the State of Indiana.

Bonds numbered from 2512 to 2668 both inclusive, maturing on August 1, 1966, bonds numbered from 2669 to 2831 both inclusive, maturing on August 1, 1967, and bonds numbered from 2832 to 3000 both inclusive, maturing on August 1, 1968, shall be redeemable at the option of the City on August 1, 1941, or any interest payment date thereafter, in their inverse numerical order, at the face value thereof plus accrued interest thereon to the date of redemption. Notice of such redemption shall be given at least sixty (60) days prior to the date fixed for such redemption, by publication at least one time in a daily newspaper of general circulation published

COPIED

in the City of Fort Wayne, a daily newspaper or financial publication published in the City of Chicago, Illinois, and a daily newspaper or financial publication published in the City of New York, New York. If any of the bonds so to be redeemed are registered, such notice shall be mailed to the address of the registered holder as shown on the registration records of the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in said notice, if funds are available at the place of redemption to pay the principal and interest of the bonds so called for redemption on the date so named or when presented for payment.

SECTION 4. Said bonds, as to both principal and interest, shall be payable from and secured by an exclusive and irrevocable pledge of and shll constitute a firstfirst charge upon all the net revenues (herein defined as gross revenues after deduction only for the payment of the reasonable expenses of operation, repair and maintenance) of the sewage treatment works of the City of Fort Wayne, including the works herein authorized to be acquired and constructed and all additions and improvements thereto and replacements thereof subsequently constructed or acquired. The City shall not be obligated to pay said bonds or the interest thereon except from the net revenues of said works and said bonds shall not constitute an indebtedness of the City of Fort Wayne within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Said bonds shall be negotiable by delivery unless registered. Upon presentation of any of the bonds at the office of the City Controller in the City of Fort Wayne, Indiana, said Controller shall register said bonds as to principal without charge or expense to the holder. Such registry shall be noted on each bond so presented, after which no transfer thereof shall be valid unless made by the registered owner in person or by his attorney duly authorized and similarly noted on such bond, but bonds so registered may be discharged from registry by being in like manner retransferred to bearer, after which they shall be transferable by delivery but may again be registered as before, The registration of any bond shall not affect the negotiability of the interest coupons attached thereto, but such coupons shall continue to pass by delivery merely and shall remain payable to bearer.

SECTION. 5. The form and tenor of bonds numbered from 1 to 2511 inclusive shall be substantially as follows, all blanks to be filled in properly prior to delivery thereof:

UNITED STATES OF AMERICA
State of Indiana County of Allen

No._____ $1,000.00

CITY OF FORT WAYNE
SEWAGE WORKS REVENUE BOND

The City of Fort Wayne, in Allen County, State of Indiana, for value received, hereby promises to pay to the bearer, or if this bond be registered then to the registered holder, solely out of the special revenue fund hereinafter referred to, the principal amount of

ONE THOUSAND DOLLARS

on the first day of August, 19__, and to pay interest thereon from the date hereof until the principal is paid, at the rate of three and one-half (3½) per cent per annum, payable on the first days of February and August in each year, beginning on February 1, 1939, upon presentation and surrender of the annexed coupons as the severally become due.

Both principal and interest of this bond are payable in l lawful money of the United Stated of America at the Lincoln

National Bank and Trust Company in the City of Fort Wayne, Indiana.

This bond is one of an authorized issue of three thousand bonds of the City of Fort Wayne, of like date, tenor and effect, except as to numbering and date of maturity, in the total amount of Three Million Dollars ($3,000,000.00), numbered from 1 to 3000 inclusive, issued for the purpose of providing funds to pay the cost of sewage treatment works, as authorized by an ordinance adopted by the Common Council of the City of Fort Wayne on the _____day of July, 1938, entitled "An Ordinance concerning the construction and operation by the City of Fort Wayne, Indiana, of sewage treatment works, the issuance of revenue bonds to provide for the cost thereof, the collection, segregation and distribution of the revenuesof said works, the safeguarding of the interests of the holders of said bonds, and other matters connected therewith," and in strict compliance with the provisions of Chapter 61 of the Acts of the Indiana General Assembly for the year 1932 (Special Session), and the acts amendatory thereof and supplemental thereto.

Pursuant to the provisions of said Act and said ordinance, the principal and interest of this bond and all other bonds of said issue are payable solely from the Sewage Works Sinking Fund (created by said ordinance) to be provided from the net revenues (herein defined as gross revenues after deduction only for the payment of the reasonable expenses of operation, repair and maintenance) of the sewage treatment works of the City of Fort Wayne, including the works constructed or acquired by the use of the proceeds of this bond and the issue of which it is a part, and all additions and improvements thereto and replacements thereof subsequently constructed and acquired. This bond shall not constitute an indebtedness of the City of Fort Wayne, within the meaning of the provisions and limitations of the Constitution of the State of Indiana, and the City shall not be obligated to pay this bond or the interest thereon except from said special fund provided from said net revenues. The City of Fort Wayne irrevocably pledges the entire net revenues of said sewage treatment works to the prompt payment of the principal and inte est of this bond and all other bonds of said issue, and covenants that it will cause to be fixed maintained and collected such rates and charges for service rendered by said works as are sufficient in each year for the payment of the proper and reasonable expenses of operation, repair and maintenance of said works, and for the payment of the sums required to be paid into said Sinking Fund under the provisions of said Act. In the event the City of Fort Wayne or the proper officers therof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or incipal of this bond, the holder of this bond shall have all of the rights and remedies provided for in said Chapter 61, Acts of 1932 (Special Session) and the acts amendatory thereof and supplemental thereto, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest thereon.

The City of Fort Wayne further covenants that it will set aside and pay into its Sewage Works Sinking Fund a sufficient amount of the net revenues of said works to meet (a) the interest on this bond and the other bonds of the issue herein referred to, as such interest shall fall due, (b) the necessary fiscal agency charges for paying the bonds and interest, (c) the principal of this bond and other bonds of said issue, as the same are payable, and (d) an additional amount as a margin of safety, which margin together with any unused surplus of such margin carried forward from the preceding year, shall equal ten per cent (10%) of all other amounts so required to be paid into said Sinking fund. Such required payments shall constitute a first charge upon all the net revenues of said works.

This bond and all other bonds of said issue shall have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the State of Indiana. This bond may be registered as to principal at the office of the City Controller in the City of Fort Wayne, Indaina, in the name of the owner hereof, and such registration noted hereon by said Controlle. Thereafter no transfer hereof shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted hereon, but this bond may be discharged from registration by being in like manner transferred to bearer and may again from time to time be registered or transferred to bearer as before. Such registration shall not restrict or affect the negotiability of the interest coupons hereto attached by delivery only, but such interest coupons shall always be payable to bearer.

COMG

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

IN WITNESS WHEREOF the City of Fort Wayne, in Allen County, State of Indiana, has caused this bond to be executed in its corporate name by its Mayor, countersigned by its City Controller, its corporate seal to be hereunto affixed and attested by its City Clerk, and the interest coupons hereto attached to be executed by placing thereon the facsimile signatures of said Mayor and City Controller, as of the first day of August, 1938.

CITY OF FORT WAYNE

By_____
Mayor

Countersigned:

_____
City Controller

Attest:

_____
City Clerk

The form and tenor of the bonds numbered from 2512 to 3000, both inclusive, shall be substantially as follows, all blanks to be filled in properly prior to delivery thereof:

UNITED STATES OF AMERICA
State of Indiana County of Allen

No._____ $1,000.00

CITY OF FORT WAYNE
SEWAGE WORKS REVENUE BOND

The City of Fort Wayne, in Allen County, State of Indiana, for value received, hereby promises to pay to the bearer, or if this bond be registered then to the registered holder, solely out of the special revenue fund hereinafter referred to, the principal amount of

ONE THOUSAND DOLLARS

on the first day of August, 19___, and to pay interest thereon from the date hereof until the principal is paid, at the rate of three and one-half per cent (3½%) per annum, payable on the first days of February and August in each year, beginning on February 1, 1939, upon presentation and surrender of the annexed coupons as they severally become due.

Both principal and interest of this cond are payable in lawful money of the United States of America at the LINCOLN NATIONAL BANK AND TRUST COMPANY in the City of Fort Wayne, Indiana.

This bond is one of an authorized issue of three thousand bonds of the City of Fort Wayne, of like date, tenor and effect, except as to numbering and date of maturity, in the total amount of Three Million Dollars ($3,000,000.00), numbered from 1 to 3000 inclusive, issued for the purpose of providing funds to pay the cost of sewage treatment works, as authorized by an ordinance adopted by the Common Council of the City of Fort Wayne on the _____ day of July, 1938, entitled "An Ordinance concerning the construction and operation by the City of Fort Wayne, Indiana, of sewage treatment works, the issuance of revenue bonds to provide for the cost thereof, the collection, segregation and distribution of the revenues of said works, the safeguarding of the interests of the holders of said bonds, and other matters connected therewith," and in strict compliance with the provisions of Chapter 61 of the Acts of the Indiana General Assembly for the year 1932 (Special Session), and the acts amendatory thereof and supplemental thereto.

Pursuant to the provisions of said Act and said ordinance, the principal and interest of this bond and all other bonds of said issue are payable solely from the Sewage Works Sinking Fund (created by said ordinance) to be provided from the net

revenues (herein defined as gross revenues after deduction only for the payment of the reasonable expenses of operation, repair and maintenance) of the sewage treatment works of the City of Fort Wayne, including the works constructed or acquired by the use of the proceeds of this bond and the issue of which it is a part, and all additions and improvements thereto and replacements thereof subsequently constructed or acquired. This bond shall not constitute an indebtedness of the City of Fort Wayne within the meaning of the provisions and limitations of the Constitution of the State of Indiana, and the City shall not be obligated to pay this bond or the interest thereon except from said special fund provided from said net revenues. The City of Fort Wayne irrevocably pledges the entire net revenues of said sewage treatment works to the prompt payment of the principal and interest of this bond and all other bonds of said issue, and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by said works as are sufficient in each year for the payment of the proper and reasonable expenses of operation, repair and maintenance of said works, and for the payment of the sums required to be paid into said Sinking Fund under the provisions of said Act. In the event the City of Fort Wayne or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the holder of this bond shall have all of the rights and remedies provided for in said Chapter 61, Acts of 1932 (Special Session) and the acts amendatory thereof and supplemental thereto, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest thereon.

The City of Fort Wayne further covenants that it will set aside and pay into its Sewage Works Sinking Fund a sufficient amount of the net revenues of said works to meet (a) the interest on this bond and the other bonds of the issue herein referred to, as such interest shall fall due, (b) the necessary fiscal agency charges for paying the bonds and interest, (c) the principal of this bond and the other bonds of said issue, as the same are payable, and (d) an additional amount as a margin of safety, which margin, together with any unused surplus of such margin carried forward from the preceeding year, shall equal ten per cent (10%) of all other amounts so required to be paid into said Sinking Fund. Such required payments shall constitute a first charge upon all the net revenues of said works.

This bond and all other bonds of said issue shall have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the State of Indiana. This bond may be registered as to principal at the office of the City Controller in the City of Fort Wayne, Indiana, in the name of the owner hereof, and such registration noted hereon by said Controller. Thereafter no transfer hereof shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted hereon, but this bond may be discharged from registration by being in like manner transferred to bearer and may again from time to time be registered or transferred to bearer as before. Such registration shall not restrict or affect the negotiability of the interest coupons hereto attached by delivery only, but such interest coupons shall always be payable to bearer.

The Bonds of this issue numbered 2512 to 3000 both inclusive are redeemable at the option of the City of Fort Wayne on August 1, 1941, or any interest payment date thereafter, in their inverse numerical order, at face value plus accrued interest to the date of redemption, provided notice of such redemption shall be given at least sixty (60) days prior to the date fixed for such redemption by one publication in a daily newspaper of general circulation published in the City of Fort Wayne, a daily newspaper or financial publication published in the City of Chicago, Illinois, and a daily newspaper or financial publication published in the City of New York, New York, and a like notice be sent by mail to the holders of such bonds as are then registered. Interest on the bonds so called for redemption shall cease on the redemption date fixed in said notice, if funds are available at the place of redemption to pay the principal and interest of the bonds so called for redemption, on the date so named or when presented for payment.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

COATES

IN WITNESS WHEREOF the City of Fort Wayne, in Allen County, State of Indiana, has caused this bond to be executed in its corporate name by its Mayor, countersigned by its City Controller, its corporate seal to be hereunto affixed and attested by its City Clerk, and the interest coupons hereto attached to be executed by placing thereon the facsimile signatures of said Mayor and City Controller, as of the first day of August, 1938.

CITY OF FORT WAYNE

By _____
Mayor

Countersigned:

_____
City Controller

Attest:

_____
City Clerk

The form and tenor of the interest coupons to be attached to said bonds and the registration endorsement thereon shall be substantially as follows, all blanks to filled in properly prior to delivery of the bonds:

(Interest Coupon)

Coupon No. _____ $17.50

On _____, 19___, the City of Fort Wayne, Indiana, will pay to bearer, at the LINCOLN NATIONAL BANK AND TRUST COMPANY in said City, in said City, out of its Sewage Works Sinking Fund, Seventeen Dollars and Fifty Cents, in lawful money of the United States of America, being six months interest on its Sewage Works Revenue Bond, dated August 1, 1938, No._____.

CITY OF FORT WAYNE

By_____(Facsimile)
Mayor

Countersigned:

_____(Facsimile)
City Controller

REGISTRATION ENDORSEMENT

This bond can be registered only at the office of the City Controller of the City of Fort Wayne, Indiana. No writing hereon except by the City Controller.

Date of Registry	In Whose Name Registered	City Controller
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section 6. The City Controller is hereby authorized and directed to have said bonds and coupons prepared, and the Mayor, City Controller and City Clerk are hereby authorized and directed to execute said bonds and the interest coupons to be attached thereto in the form and manner hereinbefore provided. When so prepared and executed, the bonds shall be placed in the custody of the Treasurer of the City for delivery to the purchases. The Treasurer is hereby authorized and directed to deliver said bonds to Stifel, Nicolaus & Co. Inc. and associates upon payment therefor in accordance with the terms of the agreement entered into by and between the City, acting through its City Controller, and said purchasers as of the 7th day of July , 1938. Said agreement covering the sale of said bonds is

hereby made a part of this ordinance by reference as though fully set out herein. In the preparation, execution, issuance and delivery of said bonds, and in the custody, safeguarding, application and disbursement of the proceeds thereof the City and all of its officials shall be governed by the terms of said agreement not inconsistent with the terms of this ordinance or the provisions of said Act.

Section 7. The accrued interest received at the time of the delivery of the bonds, if any, together with such amount of the proceeds of the bonds as shall equal the accruing interest on the bonds during the construction period and a period of six (6) months after completion of the works, shall be deposited in the Sewage Works Sinking Fund hereinafter created. The remaining proceeds from the sale of the bonds and any other funds received for use in paying the cost of construction of the works shall be deposited in a bank or banks which are legally designated depositories for the funds of the City and are also members of the Federal Reserve System and of the Federal Deposit Insurance Corporation, in a special account or accounts to be designated as "City of Fort Wayne, Sewage Works Construction Account," and each of such special accounts shall be continuously secured in accordance with the provisions of Chapter 70 of the Acts of the Indiana General Assembly for the year 1935, and all acts amendatory thereof and supplemental thereto, governing the deposit of public funds. The funds in said special account or accounts shall be expended only for the purpose of paying the cost of the works, as defined in Section 7 of said Chapter 61 of the Acts of 1932, as amended, or as otherwise required by said Act. Any balance or balances remaining unexpended in such special account or accounts after completion of the works, which are not required to meet unpaid obligations incurred in connection with such construction, shall be paid into the Sewage Works Sinking Fund and shall be used solely for the purpose of said fund or in redeeming such bonds of said issue as are subject to call prior to maturity.

SECTION 8. There is hereby created a sinking fund for the payment of the interest on and principal of the bonds herein authorized and the payment of any fiscal agency charges in connection with the payment of the bonds and interest coupons, which fund shall be designated as "Sewage Works Sinking Fund." There shall be set aside and paid into said Sinking Fund monthly, or oftener if necessary, a sufficient amount of the net revenues of said sewage works, as hereinbefore definèd for the payment of (a) the interest on the bonds as such interest shall fall due, (b) the necessary fiscal agency charges for paying the bonds and interest, (c) the principal of the bonds as they fall due, and (d) an additional amount as a margin of safety, which margin, together with any unused surplus of such margin carried forward from the preceding year, shall equal ten per cent (10%) of all other amounts so required to be paid into said Sinking Fund. Said Sinking Fund shall be kept on deposit in a bank which is a legally designated depository for funds of the City of Fort Wayne, and shall be continuously deposited and secured in accordance with the provisions of Chapter 70 of the Acts of the Indiana General Assembly for the year 1935, and all acts amendatory thereof and supplemental thereto, governing the deposit of public funds. Such bank shall also be a member of the Federal Reserve System and of the Federal Deposit Insurance Corporation, or like organizations having similar powers and duties.

60AHd

Any balance of the Sewage Works Construction Account which may be paid into the Sewage Works Sinking Fund after the completion of the works, may be used in redeeming such of the bonds herein authorized as are subject to call prior to maturity; providde, however, that the amount then in said Sinking Fund, exclusive of such transferred balance, is sufficient to pay the bonds which will mature within a period of twelve (12) calendar months next following the date of such transfer together with all interest on the bonds payable in said period. Moneys in said Sinking Fund shall not be used for any other purpose whatsoever except as stated in this section.

SECTION 9. When said works are completed and placed in operation, all revenues derived from the operation thereof shall be segregated and kept in a special fund separate and apart from all other funds of the City. Out of this fund the proper and reasonable expenses of operation, repair, and maintenance of the works shall be paid and the requirements of the Sewage Works Sinking Fund shall be met. The City shall keep proper books of records and accounts, spearate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues collected from said works and deposited in said fund, and all disbursements made therefrom on account of the operation of the works or to meet the requirements of the Sewage Works Sinking Fund, also all transactions relating to said works. There shall be prepared and furnished to the original purchaser of the bonds, so long as they hold any of the bonds, and, upon written request, to any subsequent holder of the bonds, not more than thirty (30) days after the close of each six months fiscal period, operating and income statements of the works in reasonable detail, covering such six months period, and not more than sixty (60) days after the close of each fiscal year, complete financial statements of the works, covering the preceding fiscal year, which annual statements shall be certified by independent auditors. Copies of all such statements and reports shall be kept on file in the office of the City Controller, Any holder or holders or any purchases of ten per cent (10%) in aggregate principal amount of the bonds then outstanding shall have the right at all reasonable times to inspect the works and all records, accounts and data of the City relating thereto. Such inspections may be made by representatives duly authorized by written instrument.

SECTION 10. The City shall, by ordinance of the Common Council, establish just and equitable rates or charges for the use of and the service rendered by said works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses said sewage treatment works by or through any part of the sewerage system of the City, or that in any way uses or is served by such works, Such rates or charges shall be sufficient in each year for the payment of the proper and reasonable expenses of operation, repair and maintenance of the works, and for the payment of the sums required to be paid into the Sewage Works Sinking Fund by said governing Act. Such rates or charges shall, if necessary be changed and re-adjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of operation, repair and maintenance, and the requirements of the Sewage Works Sinking Fund. The rates or charges so established shall apply to any and all use of such works by and service rendered to the

City and all departments thereof, and shall be paid by the City or the various departments thereof as the charges accrue.

SECTION 11. The following estimate of the rates to be paid by the owners of each and every lot, parcel of real estate, or building served by said works is hereby approved, subject to the subsequent passage and adoption by the Common Council of an ordinance specifically fixing such rates, after public hearing thereon as required by Section 14 of said governing Act, and such further action from time to time as may be required by law to equalize said rates or charges and to establish and maintain just and equitable rates or chargesfor the use of and the service rendered by said works:

ESTIMATED SCHEDULE OF RATES
(Based on the use of water)

First 100 cubic feet per month $0.45 per 100 cubic feet

If paid on or before 15 days following the date of billing, said rate will be reduced to $0.35.

Next 4,900 cubic feet per month $0.15 per 100 cubic feet

If paid on or before 15 days following the date of billing, said rate shall be reduced to $0.12½ per 100 cubic feet.

Next 5,000 cubic feet per month $0.12 per 100 cubic feet

If paid on or before 15 days following the date of billing, said rate shall be reduced to $0.10 per 100 cubic feet.

Over 10,000 cubic feet per month $0.10 per 100 cubic feet

If paid on or before 15 days following the date of billing, said rate shall be reduced to $0.08 per 100 cubic feet.

Minimum charge for any service where the user is a metered consumer, $0.35 per month (discounted basis).

Minimum charge for any service where the user is not a metered water consumer, $1.00 per month.

(a) Sewage treatment service charges are to be billed at the above rates on the basis of the quantity of water used from the public water supply, as indicated by the meters of the municipal water department.

(b) The quantity of water obtained from sources other than the public water supply, if discharged into the public sanitary sewer system, may be determined by the City in such manner as the City shall elect, and the sewage treatment service shall be billed at the above rates.

(c) Water which is used in the process of manufacture, or for other purposes, not discharges into the public sanitary sewers shall be exempt.

(d) The City shall have the right to base its charges not only on volume but also on strength and character of the sewage and wastes which it is required to treat and dispose of, and the right to determine the strength and character of sewage in such manner and by such method as it may find practicable.

SECTION 12. For the purpose of further safeguarding the interests of the holders of the bonds herein authorized, it is specifically provided as follows:

(a) All contracts required for the construction of said sewage treatment works shall be let after due advertisement as required by the

60AHD

laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred per cent (100%) of the amount of such contracts, to insure the completion of said contracts in accordance with their terms, and such contractors shall also be required to carry such employers' liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts. All contracts for labor and/or material providing for the expenditure of sums in excess of Two Thousand ($2,000) Dollars shall be approved by the Common Council of the City of Fort Wayne, Indiana, before the same shall be effective.

(b) The works shall be contracted and constructed under the supervision and subject to the approval of Cole, Moore, & Geupel, Inc., or such competent engineers as shall be designated by the Board of Public Works. All estimates for work done and material furnished shall first be checked by the engineers and approved by the Board of Public Works.

(c) The City shall at all times maintain its sewage treatment works in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the bonds herein authorized are outstanding, the City shall maintain insurance on the insurable parts of said works of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana. Insurance proceeds shall be used in replacing or repairing the property destroyed or damaged; or if not used for that purpose shall be treated and applied as net revenues of the works.

(e) So long as any of the bonds are outstanding, the City shall not mortgage, pledge, or otherwise encumber such works, or any part thereof, nor shall it sell, lease or otherwise dispose of any portion thereof except replaced equipment which may become worn out or obsolete.

(f) So long as any of the bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said sewage treatment works shall be executed or issued by the City unless the same be made subordinate and junior in all respects to the bonds herein authorized.

(g) The City shall take all action or proceedings necessary and proper to require connection of all property where liquid and solid waste, sewage, night soil, or industrial waste is produced, with available sanitary sewers. The City shall, in so far as possible, cause all such sanitary sewers to be connected with said sewage treatment works.

(h) The provisions of this ordinance shall constitute a contract by and between the City of Fort Wayne and the holders of the sewage works revenue bonds herein authorized, and after the issuance of said bonds this ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the holders of said bonds, nor shall the Common Council adopt any law, ordinance or resolution which will in any way adversely affects the rights of such holders so long as any of said bonds or the interest thereon remain unpaid.

(i) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the bonds herin authorized for the uses and purposes herein set forth, and the holders of the bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this ordinance and of said governing Act. So long as any of said bonds are outstanding, the provisions of this ordinance shall be construed to create a trust in the portion of the net revenues herein directed to be set apart and paid into the Sewage Works Sinking Fund for the uses and purposes of said fund as in this ordinance set forth, The holders of said bonds shall have all of the rights, remedies and privileges set forth in the provisions of the governing Act hereinbefore referred to, including the right to have a receiver appointed to administer said sewage treatment works, in the event of default in the payment of the principal of or interest on any of the bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the governing Act.

SECTION 13. This ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

Walter C. Vetter
Gerald C. Aurentz
Arno C. Spiegel
Charles E. Moellering
Ben F. Bennett
Harry M. McMillen

Approved by me

LOUIS F. CROSBY
City Controller

Passed and adopted by the Common Council of the City of Fort Wayneo on the 26th day of July, 1938

WALTER C. VETTER
Presiding Officer

Attest:

LEONARD H. ELLENWOOD
City Clerk

Presented by me to the Mayor of the City of Fort Wayne on the 27th day of

60AHd

July, 1938, at the hour of 3:15 o'clock P. M.

LEONARD H. ELLENWOOD
City Clerk

This ordinance approved and signed by me on the 27th day of July, 1938, at the hour of 3:15 o'clock P. M.

H. W. BAALS
Mayor

Councilman George A. Dinnen, Chairman of the Committee on Sewers presented the report of said Committee on Ordinance No. 1940, which is as follows:

REPORT OF THE COMMITTEE ON SEWERS

TO THE MEMBERS OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

We, your Committee on Sewers, to which has been referred "An Ordinance ratifying and approving a contract entered into on the 7th day of July, 1938, by and between the City of Fort Wayne, by and through its Comptroller, by and through its Board of Public Works, and Stifel, Micolaus & Company, Inc., C. W. McNear & Company, A. C. Allyn & Company, Central Securities Corporation, H. C. Speer & Company, Walter, Woody & Heimerdinger, Albert McGann Securities Company, Wefel & Maxfield and DeWees and Ehrman", have had the same under consideration and recommend that the same do pass.

G. A. DINNEN
G. C. AURENTZ
A. C. SPIEGEL
B. F. BENNETT
F. A. WYSS

Councilman George A. Dinnen then moved that Ordinance No. 1940 be read the third time in full and placed upon final passage. This motion was seconded by Arno C. Spiegel and carried by the following vote:

Ayes---8---viz, Aurentz, Bennett, Dinnen, McMillen, Moellering, Spiegel, Vetter, Wyss.

Nays---none.

The City Clerk then read Ordinance No. 1940 the third time in full.

Councilman George A. Dinnen moved that Ordinance No. 1940 be adopted as read. This motion was seconded by Councilman Arno C. Spiegel and on call of the roll was adopted by the following vote:

Ayes---8---viz, Aurentz, Bennett, Dinnen, McMillen, Moellering, Spiegel, Vetter, Wyss.

Nays---none.

The presiding officer declared Ordinance No. 1940 duly passed and adopted and said Ordinance read as follows:

GENERAL ORDINANCE NO. 1 9 4 0

AN ORDINANCE ratifying and approving a contract entered into on the 7th day of July, 1938 by and between the City of Fort Wayne, by and through its Comptroller, by and through its Board of Public Works, and Stifel, Nicolaus & Company, Inc., C. W. McNear & Company, A. C. Allyn & Company, Inc., Stranahan, Harris & Company, Central Securities Corporation, H. C. Speer & Company, Walter, Woody & Heimerdinger, Albert McGann Securities Company, Wefer & Maxfield, and DeWees & Ehrman,

WHEREAS, heretofore on the 7th day of July, 1938, the City of Fort Wayne, by and through its Comptroller, and by and through its Board of Public Works, entered into a contract with Stifel, Nicolaus & Company, Inc., C. W. McNear & Company, A. C. Allyn & Company, Inc., Stranahan, Harris & Company, CentralSecurities Corporation, H. C. Speer & Company, Walter, Woody & Heimerdinger, Albert McGann Securities Wefel & Maxfield and DeWees & Ehrman, which contract is in the following words:

"Honorable Mayor, Board of Public
Works and the Common Council of the
City of Fort Wayne,

July 7, 1938

Gentlemen:

We understand that the City of Fort Wayne, Indiana has received a Federal Grant toward the construction cost of a Sewage Treatment Plant and certain improvements in the present Sewage System, and it is necessary for the City of Fort Wayne, Indiana to finance their share of approximately $3,000,000.

To assist the City in proceening properly with the bond issue and to arrange for the necessary financing to cover the City's Share of the construction cost of the proposed Sewage Treatment Plant and the improvements to the present Sewage System, we make the following proposition:

For $3,000,000.00 City of Fort Wayne, Indiana Sewer Revenue Bonds or such lesser portion as may be legally issued and dated August 1, 1938 bearing interest at the rate of 3½ %, both principal and semi-annual interest February 1 and August 1, payable at the office of the Treasurer of the City of Fort Wayne, Indiana, or at any bank in Fort Wayne, Indiana, the same to be mutually agreed upon. Said bonds maturing without option of prior payment as follows:

$ 62,000.00 August 1, 1941	$ 87,000.00 August 1, 1950	$ 126,000 August 1,1960
65,000.00 August 1, 1942	90,000.00 August 1, 1951	130,000 August 1, 1961
67,000.00 August 1, 1943	93,000.00 August 1, 1952	135,000 August 1, 1962
70,000.00 August 1, 1944	97,000.00 August 1, 1953	140,000 August 1, 1963
72,000.00 August 1, 1945	101,000.00 August 1, 1954	145,000 August 1, 1964
75,000.00 August 1, 1946	104,000.00 August 1, 1955	151,000 August 1, 1965
78,000.00 August 1, 1947	108,000.00 August 1, 1956	157,000 August 1, 1966
81,000.00 August 1, 1948	112,000.00 August 1, 1957	163,000 August 1, 1967
84,000.00 August 1, 1949	117,000.00 August 1, 1958	169,000 August 1, 1968
	121,000.00 August 1, 1959	

We will pay you the Par Value, $1,000 for each $1,000 bond so issued, together with accryed ubterest ti the date of delivery of the bonds to us in Chicago, upon such delivery, plus a premium of $18,500.00.

This bid is made for prompt acceptance and for prompt delivery of the bondsto us in Chicago and is made subject to our securing the final approving opinion of a firm of recognized Bond Attorneys Satisfactory to us. We will have these attorneys advise your Council in connection with all legal questions, prepare all Ordinances, as well as forms of proceedings necessary to authorize the issuance of these bonds. We will at our expense pay for the cost of the approving opinion, also the furnishing of the necessary blank bonds.

It is to be understood that the City of Fort Wayne is to covenant and agree by Ordinance to establish and maintain a system of sewage rates which will at all times be sufficient to pay for all operation and maintenance charges, the setting up of a reasonable fund for depreciation and replacement and for the payment of principal and interest on these bonds. It is further understood that the initial rates for sewer service shall be such that the amount available for primcipal and interest requirements shall be at least equal to one hundred and twenty-five percent of the average annual principal and interest requirements through the life of the bonds.

It is to be further understood that we reserve the right to secure the approval by Engineers of our selection of the plans, specifications and rates covering this project as prepared by your Engineers. We will also pay for this service.

This proposal is made in the spirit of cooperation with the expectation that the City officials will take such action and cooperate with us in any and all actions as may from time to time appear necessary to make possible the consummation of the proposed transaction.

It is further understood and agreed that the three longest maturities as specified above shall be subject to call for payment at par and interest at any time after t three years from their date.

Due to the disturbed condition of international affairs, financial markets cannot be predicted far in advance. Under such circumstances it is not good banking practice to make indefinite commitments. It is therefore understood that if a war between any major European powers is declared or actually exists before the consummation of this contract, or in the event of this contract not being consummated in in any event through the fault or delay of the City within thirty days from the date of acceptance hereof, we may withdraw from our undertaking at our option.

60HD

If for any reason this proposed sewer project is not consummated and the bonds not issued, it is understood and agreed that you are not to be liable to us for any expenses whatsoever that may have been incurred by us.

As evidence of our good faith, we hand you herewith our certified check for $100,000, to be held by you uncashed pending completion of this agreement, or to be returned to us immediately in case this proposition is not accepted. In any event said check is to be retained by you and cashed as full liquidated damages in case we fail to live up to the terms of this agreement.

Respectfully submitted,

STIFEL, NICOLAUS & CO., INC.
C. W. MCNEAR & COMPANY
A. C. ALLYN & COMPANY, INC.
STRANAHAN, HARRIS & CO.
CENTRAL SECURITIES CORPORATION
H. C. SPEER & COMPANY

WALTER, WOODY & HEIMERDINGER

ALBERT McGANN SECURITITS CO.

WEFEL & MAXFIELD

DE WEES & EHRMAN

STIFEL, NICOLAUS & CO., INC.

BY: H. E. Smith
Manager Municipal Department

The above proposition is hereby accepted in its entirety for and on behalf of the City of Fort Wayne, Indiana this 7th day of July, 1938, and the receipt of the above mentioned check for $100,000.00 is hereby acknowledged.

LOUIS F. CROSBY
Comptroller

ATTEST: CHAS. F. HESS

ROBERT G. BEAMS

A. T. ANDERSEN

J. H. JOHNSON
Board of Public Works

The above is approved as to form

WALTER E. HELMKE
City Attorney

(SEAL)

SECTION 1. BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, that the contract heretofore entered into on the 7th day of July, 1938 by and between the City of Fort Wayne, by and through its Comptroller, by and through its Board of Public Works, and Stifel, Nicolaus & Company, Inc., C. W. McNear & Company, A. C. Allyn & Company, Inc., Stranahan, Harris & Company, Central Securities Corporation, H. C. Speer & Company, Walter, Woody & Heimerdinger, Albert McGann Sec-Securities Company,Wefel & Maxfield and DeWees & Ehrman, and which contract is fully set out in the preamble hereto be and the same is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT.

Passed and adopted by the Common Council of the City of Fort Wayne on the 26th day of July, 1938.

WALTER C. VETTER
Presiding Officer

Attest:

LEONARD H. ELLENWOOD
City Clerk

Presented by me to the Mayor of the City of Fort Wayne on the 27th day of July, 1938, at the hour of 3:15 o'clock P. M.

LEONARD H. ELLENWOOD
City Clerk.

This Ordinance approved and signed by me on the 27th day of July, 1938, at the hour of 3:15 o'clock P. M.

H. W. BAALS
Mayor.

There being no further business presented, on motion duly made, seconded and carried, the meeting thereupon adjourned.

WALTER C. VETTER
Presiding Officer

LEONARD H. ELLENWOOD
City Clerk.

Copied

GENERAL ORDINANCE NO. 1 9 4 1

AN ORDINANCE designating the Fort Wayne National Bank of Fort Wayne, Indiana, as Paying Agent of certain bond issues of the civil city of Fort Wayne and prescribing the agency fee to be charged therefor.

WHEREAS, th civil city of Fort Wayne has heretofore issued certain bonds in which bond issues the First and Hamilton National Bank, the First National Bank, the First and Tri-State National Bank and Trust Company of Fort Wayne, and the Old-First National Bank and Trust Company of Fort Wayne, were named as Paying Agents; and,

WHEREAS, said institutions are no longer in existence; and,

WHEREAS, the Fort Wayne National Bank of Fort Wayne, Indiana, since its inception in October, 1933, has paid upon presentation maturing bonds and coupons of said bond issues, which are more specifically described as follows, to-wit:

$90,000.00 Park Real Estate Bonds, Series H, 4½%, dated November 4, 1918;

$3,000.00 Water Works Refunding Bonds, Series I, 4-3/4%, dated November 15, 1919;

$ 6,000.00 Water Works Refunding Bonds, Series J, 4- 3/4%, dated January 15, 1920;

$17,000.00 River Improvement and Flood Prevention Bonds, Series L, 6%, dated June 1, 1920;

$52,500.00 Real Estate Purchase Bonds, Series N, 6%, dated September 1, 1920;

$40,000.00 Paul Baer Field Aviation Bonds, Series Q, 5%, dated September 1, 1929;

$16,000.00 Track Elevation Improvement, Series R-R, 5%, dated October 1, 1929;

$19,500.00 Claim Settlement Bonds, Series S-S, 5%, dated July 22, 1930;

$380,000.00 Fort Wayne Water Works Improvement Bonds, 4½%, Series T, dated March 1, 1931;

$760,000.00 Fort Wayne Water Works Improvement Bonds, Series &-2, 4¼%, dated December 1, 1931;

$640,000.00 Fort Wayne Water Works Improvement Bonds, Series T-3. 4¼%, dated July 11, 1932;

$159,600.00 Park Improvement Bonds, Series V, 4%, dated September 1, 1931;

and,

WHEREAS, it is deemed advisable that the Fort Wayne National Bank of Fort Wayne be designated as Paying Agent for said bond issues and be allowed an agency fee for the same;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Fort Wayne National Bank of Fort Wayne, Indiana is hereby designated and appointed as Paying Agent for the following bond issues of the civil city of Fort Wayne, which are more specifically described as follows, to-wit:

$90,000.00 Park Real Estate Bonds, Series H, 4½%, dated November 4, 1918;

$ 3,000.00 Water Works Refunding Bonds, Series I, 4-3/4%, dated November 15, 1919;

$ 6,000.00 Water Works Refunding Bonds, Series J, 4-3/4%, dated January 15, 1920,

$17,000.00 River Improvement and Flood Prevention Bonds, Series L, 6%, dated June 1, 1920;

$52,500.00 Real Estate Purchase Bonds, Series N, 6%, dated September 1, 1920;

$40,000.00 Paul Baer Field Aviation Bonds, Series Q, 5%, dated September 1, 1929;

$16,000.00 Track Elevation Improvement, Series R-R, 5%, dated October 1, 1929;

$19,500.00 Claim Settlement Bonds, Series S-S, 5%, dated July 22, 1930;

$380,000.00 Fort Wayne Water Works Improvement Bonds, 4-¼%, Series T, dated March 1, 1931;

$760,000.00 Fort Wayne Water Works Improvement Bonds, Series T-2, 4¼%, dated December 1, 1931;

$640,000.00 Fort Wayne Water Works Improvement Bonds, Series T-3, 4¼%, dated July 11, 1932;

$159,600.00 Park Improvement Bonds, Series V, 4%, dated September 1, 1931;

Section 2. That the Fort Wayne National Bank of Fort Wayne be allowed as compensation on each of said bond issues the following agency fee for payment of principal and interest, to-wit:

PAYMENT OF INTEREST:

The fee for the payment of interest coupons to be 1/4th of 1% of the amount received.

PAYMENT OF PRINCIPAL:

1/10th of 1% on the first $100,000.00.
1/15th of 1% on the next $400,000.00.
1/20th of 1% on the excess of $500,000.00.

Section 3. That the City Comptroller of the City of Fort Wayne is hereby authorized to pay from the Sinking Fund of the City of Fort Wayne such Agency fee as may be charged on the above basis for the payment of said principal and coupons of said bond issues.

Section 4. That this Ordinance shall be in full force and effect from and after its passage & approval by the Mayor.

G. A. Dinnen.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes 8 Nays none.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of August, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1 9 4 1

Walter C. Vetter, President Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 25 day of August, 1938.

Leonard H. Ellenwood, City Clerk.

Approved this 25th day of August, 1938.

H. W. BAALS, MAYOR.

60HD

GENERAL ORDINANCE NO. 1 9 4 2

An Ordinance fixing the tax levy for City purposes for the year 1939, as amended September 1, 1938.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of fifty-nine cents (.59) upon each One Hundred Dollars of the assessed v valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1939, same to be divided as follows:

General Fund----------	$ .385
Sinking Fund----------	.045
River Improvement and Flood Prev.-	.01
Police Pension----------	.015
Firemen's Pension----------	.015
Fort Wayne Art School----------	.002
City Plan & Zoning----------	.003
Aviation----------	.01
Park General Fund----------	.07
Park Playground----------	.008
Park Tree Preservation----------	.007
North Side Track Elevation--------	.02
TOTAL LEVY:	$ .59

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of Two Dollars ($2.00) during said year 1939.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. MCMILLEN

The Ordinance was read the third time in full and on motion was passed by the following vote: (Ayes---8---Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 1st day of September, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1 9 4 2

Walter C. Vetter
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 6th day of September, 1938.

Leonard H. Ellenwood
City Clerk.

Approved this 9th day of September, 1938.

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 1 9 4 3

An Ordinance ratifying and approving a contract entered into on the 13th day of September, 1938, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the first part and T. Fred Hipsking and J. Henry Hipskind, doing business as Hipskind Heating and Plumbing Company, party of the second part.

WHEREAS, heretofore on the thirteenth day of September, 1938, the City of Fort Wayne by and through its Board of Public Works entered into a contract with T. Fred Hipskind and J. Henry Hipskind, doing business as Hipskind Heating and Plumbing Company, which contract is in the following words, to-wit:

CONTRACT
for
NORTHEAST INTERCEPTOR SEWERS AND APPURTENANCES

DIVISION "A" CONTRACT NO. 1
of the
SEWERS AND SEWAGE TREATMENT PLANT PROJECT
FOR THE
CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET NO. (INDIANA) 1081-F

THIS CONTRACT, made the 13th day of September 1938, by and between Hipskind Heating & Plumbing Co. (T. Fred Hipskind & J. Henry Hipskind, D. B. A. 1725 Winter Street, Fort Wayne, Indiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner",

Witnesseth, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Northeast Interceptor Sewers and Appurtenances identified in these contractual documents as Contract No. 1, Division "A" of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the plans and specification, including any all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice published by the City of Fort Wayne, Indiana, on the 18 and 25th day of August , 1938 , and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determines by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during ehich such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Qwner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within three hundred thirty (330) consecutive calendar days from and after the date stated in the notice to proceed and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner shall suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications of Workmanship and Materials
   Detail Specifications
   Addenda Numbers 1 2 3 4 5 6 ___
6. Construction drawings and descriptions submi ted by the Engineer and approved by the Engineer.
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI UNIT PRICES

It is hereby mutually understood and agreed that the Contractor will be paid for the actual work completed in accordance with these contract documents, the following unit prices to wit:

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and installing complete, in place, 3195 lineal feet of 72 inch sewer at the following unit price per lineal foot Fifteen dollars and seventy cents ($ 15.70). This price is based on using Precast concrete sewer	($ 50161.50)
2	For furnishing and installing complete, in place 1853 lineal feet of 54 inch sewer at the following unit price per lineal foot Ten dollars and seventy cents ($ 10.70). This price is based on using Precast concrete sewer.	($ 19827.10)
3	For furnishing and installing complete, in place 1087 lineal feet of 48 inch sewer at the following unit price per lineal foot Nine dollars and twenty two cents ($ 9.22). This price is based on using Precast concrete sewer.	($ 10022.14)
4	For furnishing and installing complete, in place 1193 lineal feet of 42 inch sewer at the following unit price per lineal foot Seven dollars and forty five cents ($ 7.45). This price is based on using Precast concrete sewer.	($ 8887.85)

Item No.	Description and Approximate Quantity	Item extension
5	For furnishing and installing complete in place 4348 lineal feet of 36 inch sewer at the following unit price per lineal foot Six dollars and eighty four cents ($ 6.84). This price is based on using Precast concrete sewer.	($ 29740.32)
6	For furnishing and installing complete in place, 945 lineal feet of 30 inch sewer at the following unit price per lineal foot Six dollars and ten cents. ($ 6.10). This price is based on using Precast concrete sewer	($ 5764.50)
7	For furnishing and installing complete in place, 1259 lineal feet of 27 inch sewer at the following unit price per lineal foot Five dollars and twenty cents ($ 5.20). This price is based on using Precast concrete sewer.	($ 6546.80)
8	For furnishing and installing complete in place, 4462 lineal feet of 24 inch sewer at the following unit price per lineal foot Three dollars sixty four cents ($ 3.64). This price is based on using Precast concrete sewer.	($ 16241.68)
9	For furnishing and installing complete, in place, 3283 lineal feet of 18 inch sewer at the following unit price per lineal foot Three dollars and thirteen cents ($3.13). This price is based on using Precast concrete sewer.	($ 10275.79)
10	For furnishing and installing complete, in place, 163 lineal feet of 72 inch monolithic concrete sewer, on curves, at the following unit price per lineal foot Nineteen dollars and fifty cents ($19.50).	($ 3178.50)
11	For furnishing and installing complete, in place, 66 lineal feet of 48 inch monolithic concrete sewer, on curves, at the following unit price per lineal foot Fourteen dollars and forty seven cents ($ 14.47).	($ 955.02)
12	For furnishing and installing complete, in place, 125 lineal feet of 42 inch monolithic concrete sewer, on curves, at the following unit price per lineal foot Eleven dollars& twenty two cents ($11.22).	($ 1402.50)
13	For furnishing and installing complete, in place, 254 lineal feet of 36 inch monolithic concrete sewer, on curves, at the following unit price per lineal foot Nine dollars and twenty nine cents ($ 9.29).	($ 2359.66)
14	For furnishing and installing complete, in place, 386 lineal feet of 18 inch connecting sewer at the following unit price per lineal foot Three dollars ($ 3.00).	($ 1158.00)
15	For furnishing and installing complete, in place, 1067 lineal feet of 15 inch connecting sewer at the f following unit price per lineal foot Two dollars fifty cents ($ 2.50).	($ 2667. 50)
16	For furnishing and installing complete, in place, 4175 lineal feet of 12 inch connecting sewer at the following unit price per lineal foot One dollar and fifty cents ($ 1.50).	($ 6262.50)
17	For furnishing and installing, complete in place, 694 lineal feet of 12 inch sanitary sewer at the following unit price per lineal foot Two dollars ($ 2.00).	($ 1388.00)
18	For furnishing and installing complete, in place, 14--12 inch by 6 inch Ys at the following price each Two dollars ($2.00).	($ 28.00)

60410

19 For furnishing all labor and materials for cutting and reconnecting 10 house connections at the following price each Two dollars fifty cents ($ 2.50).

($ 25.00)

20-A For furnishing and installing complete, in place, including covers, 38 manholes on sewers 33 inch and smaller at the following price each Ninety four dollars thirty cents ($ 94.30).

($ 3583.40)

20-B For furnishing and installing complete, in place, including covers, 22 manholes on 36, 42, and 48 inch sewers at the following price each One hundred nineteen dollars thirty cents ($ 119.30).

($ 2624.60)

20-C For furnishing and installing complete, in place, including covers, 17 manholes on 54 and 72 inch sewers at the following price each One hundred thirty nine dollars thirty cents ($ 139.30).

($ 2368.10)

21 For furnishing and installing complete, in place, a Junction Chamber at Kensington and State, at the following lump sum price Nine hundred twenty five dollars thirty eight cents ($ 925.38).

($ 925.38)

22 For furnishing and installing complete, in place, a Junction Chamber at Kensington and Dodge, at the following lump sum price Six hundred forty one dollars and ninety cents ($ 641.90).

($ 641.90)

23 For furnishing and installing complete, in place, including covers, 56 catch basins at the following lump sum price each Eighty five dollars ($85.00).

($ 4760.00)

24 For furnishing and installing complete, in place including covers, 51 inlets at the following lump sum price each Thirty six dollars ($ 36.00).

($ 1836.00)

25 For furnishing all materials and placing complete in place, 107 square yards of CONCRETE pavement replacement at the following unit price per square yard Two dollars ($ 2.00).

($ 214.00)

26 For furnishing all materials and placing complete, in place, 8946 square yards of ASPHALTIC or SHEET ASPHALT pavement replacement at the following unit price per square yard,, Two dollars fifty cents ($2.50)

($ 22365.00)

27 For furnishing all materials and placing complete, in place, 2293 square yards of BITUMINOUS MIX pavement replacement, on Randalia Avenue, at the following unit price per square yard One dollar ($ 1.00).

($ 2293.00)

28 For furnishing all materials and installing complete in place, 850 square feet of 5 inch monolithic concrete sidewalk at the following unit price per square foot Twenty cents ($ .20)

($ 170.00)

29 For furnishing all labor and materials and replacing complete, in place, 451 lineal feet of 6 x 16 inch stone or concrete curb at the following unit price per lineal foot Seventy cents ($ .70).

($ 315.70)

30 For furnishing all labor and materials and replacing complete, in place, 303 lineal feet of combined curb and gutter at the following unit price per lineal foot One dollar ($ 1.00).

($ 303.00)

31 For furnishing all labor and materials and installing complete, in place, the outfall headwall structure, including one (1) 72 inch tide gate and two (2) 15 inch tide gates at the following lump sum price Two thousand and six dollars ($ 2006.00).

($ 2006.00)

32 For furnishing all labor and materials and installing complete, in place, the levee outfall structure, including one (1) 54 inch tide gate at the following lump sum price Nine hundred and ten dollars ($910.00)

($ 910.00)

Item No.	Description and Approximate Quantity	Item Extension
33	For furnishing all labor and materials and installing complete, in place, one (1) special 24 inch connection at the following lump sum price One hundred fifty dollars ($150.00).	($ 150.00)
34	For furnishing all labor and materials and installing complete, in place, one (1) special crossing at the following lump sum price Thirty dollars ($ 30.00).	($ 30.00)
35	For furnishing all labor and materials and installing complete, in place, 50 cubic yards of Class "B" concrete cradle, including forms, at the following unit price per cubic yard Twelve dollars ($ 12.00).	($ 600.00)
36	For furnishing all labor and materials and installing complete, in place, 10 cubic yards of Class "A" concrete including forms, at the following unit price per cubic yard Twenty dollars ($ 20.00).	($ 200.00)
37 a	For furnishing all labor and materials, including bracing, and installing complete, in place, 200 square feet of concrete form work at the following unit price per square foot Twelve cents ($ .12).	($ 24.00)
38	For furnishing and installing complete, in place in forms, 1500 pounds of reinforcing steel at the following unit price per pound Six cents $0.06.	($ 90.00)
39	For furnishing and placing, in place, 25 cubic yards of gravel for fill at the following unit price per cubic yard One dollar fifty cents ($ 1.50).	($ 37.50)
40	For tamping earth fill in 6 inch layers, in place, 5000 cubic feet, at the following unit price per cubic foot Three cents ($ 0.03).	($ 150.00)
41	For additional excavation, when ordered, 60 cubic yards, at the following unit price per cubic yard One dollar fifty cents ($ 1.50).	($ 90.00)
42	For sheeting left in place, including bracing, 7500 square feet at the following price per square foot Fifteen cents ($0.15).	($ 1125.00)
43	For furnishing and installing complete, in place, 250 lineal feet of timber piling at the following unit price per lineal foot in place One dollar ($1.00).	($ 250.00)
44	For furnishing and installing complete, in place, 100 lineal feet of underdrain at the following unit price per lineal foot Sixty cents ($0.60).	($ 60.00)
45	For excavating 5 cubic yards of rock excavation at the following unit price per cubic yard Six dollars ($6.00).	($ 30.00)
	Total of Item Extensions	$225,044.94

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana by and through its Board of Public Works of said City and the Contractor -Hipskind Heating and Plumbing Co. by and through T. Fred Hipskind have hereunto respectively set their names in triplicate, the day and year first written above.

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS
Robert Beams
A. T. Andersen
J. H. Johnson

Attest:
Chas. F. Hess
Clerk of Board of Public Works

Contractor
T. Fred Hipskind
J. Henry Hipskind
Hipskind Heating and Plumbing Co.

Approved by the Mayor of the City of Fort Wayne, this 13th day of September, 1938.

H. W. BAALS
Mayor

Approved as to form and legality

By: Walter E. Heimke
City Attorney

Therefore, be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the contract heretofore entered into on the 13th day of September, 1938, as fully set out above, be and the same is hereby ratified and adopted.

Section 2. That this ordirance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C. Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes----8---Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at Special meeting, held on the 14th day of September, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1 9 4 3

WALTER C. VETTER
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 16th day of September, 1938.

LEONARD H. ELLENWOOL
City Clerk

Approved this 17th day of September, 1938.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1 9 4 4

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the State Highway Commission of Indiana and the City of Fort Wayne, of Allen County, Indiana, by and through its Board of Public Safety.

WHEREAS, on the 25th day of July,1938, the State Highway Commission of Indiana entered into a certain contract and agr ement with the City of Fort Wayne, by and through its Board of Public Safety, relative to designating certain truch routes over the streets of the City of Fort Wayne, as more specifically set out in said contract, to-wit:

A G R E E M E N T

This agreement entered into this 25th day of July, 1938, by and between the State Highway Commission of Indiana, hereinafter call the Commission and the City of Fort Wayne by and through the Board of Public Safety hereinafter called the City, Witnesseth:

WHEREAS, the Commission has designated the routes of state highways in and through the City of Fort Wayne and on Januaryl, 1938, assumed the responsibility for maintenance, construction, reconstruction and traffic regulations thereon in accordance with and to the extent permitted by Section 2, Chapter 256, Acts of the General Assembly of Indiana of 1937, and

WHEREAS, the City desires the Commission to designate certain other streets as routes over which trucks of one ton capacity or more shall be routed, and

WHEREAS, the Commission is not required by law to assume and the City desires to assume maintenance, construction, reconstruction and traffic regulations on such routes and to make changes and improvements from time to time to facilitate traffic movement and to increase safety,

THEREFORE, it is hereby mutually agreed by the parties hereto as follows:

1. The following streets are hereby designated as truck routes in and through the City of Fort Wayne.

(a) Truck traffic on U. S. 27 (North Bound). Begin at south at the junction of Piqua and Lafayette Street; thence north on lafayette Street to Columbia Street; thence west on Columbia Street to Barr Street; thence north on Barr Street to Superior Street; thence west on Superior Street to Clinton Street. South bound trucks to use the reverse of this route.

(b) Truck traffic on U. S. 33 (North Bound). Use same route as for U. S. 27 to Clinton Street thence west on Superior Street to VanBuren Street. South bound trucks to use the reverse of this route.

(c) Truch Traffic on U. S. 24 (East Bound). Begin at the intersection of West Main Street and Washington Boulevard; thence north on Van Buren to Superior Street; thence east on Superior to Clay Street; thence south on Clay Street to Washington Street. West bound truck traffic to use the reverse of this route.

(d) Truck traffic on S. R. 14 (East Bound). Begin at the intersection of Main Street and Washington Boulevard; thence east on Main Street to Van Buren Street; thence north on Van Buren Street to Superior Street; thence east of Superior Street to Spy Run Avenue; thence north on Spy Run Avenue to State Street; thence east on State Street to Crescent Avenue; thence northeast on Crescent Avenue to S. R. 14. West Bound truck traffic to use the reverse of this route.

(e) Truck traffic on U. S. 30 (East Bound). Begin at the intersection of Van Buren and Superior Streets; thence east to Clay Street; thence south to Washington Street. West Bound traffic to use the reverse of this route.

(f) Truck traffic on S. R. 1 and S. R. 3 (North Bound). Begin at the intersection of Bluffton Road and Broadway; thence north on Broadway to Jefferson Street; thence east on Jefferson to Lafayette Street; thence north on Lafayette Street to Columbia Street; thence west on Columbia Street to Barr Street; thence north on Barr Street tp Superior Street; thence west on Superior Street to Clinton Street. South bound trucks to use the reverse of this route.

2. Signs of a type acceptable to the Commission shall be erected at each point on State routes where traffic is diverted to inform trucks that they must take the truck route. These signs are to be paid for by the city and erected by the Commission.

3. The City shall mark with appropriate signs of a design acceptable to the Commissin all streets hereinbefore designated as truck routes.

4. The City shall be responsible for maintenance, construction and reconstruction of such routes.

This agreement shall be submitted to the Common Council of the City of Fort Wayne for approval and shall be in full force and effect from and after the approval of such council.

WITNESS the signatures of the Chairman and Secretary of the State Highway Commission of Indiana and the Mayor and Board of Public Safety of the City of Fort Wayne.

State Highway Commission of Indiana

By T. A. Dicus
Chairman

ATTEST:

Mary G. Downs
Secretary

City of Fort Wayne, Indiana

Board of Public Safety

By: H. W. BAALS
Mayor

C. B. Bowen

Ralph Clark

A. H. Keller

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between the State Highway Commission of Indiana and the City of Fort Wayne, of Allen County, Indiana, by and through its Board of Public Safety. relative to designating certain truck routes over the streets of the City of Fort Wayne, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F. Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 27th day of September, 1938, by a majority of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1 9 4 4

WALTER C. VETTER
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of September, 1938.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29th day of September, 1938.

H. W. BAALS
MAYOR

GENERAL ORDINANCE NO. 1 9 4 5

An Ordinance fixing the compensation for Certain City Officials and Employees.

BE IT ORDAINED by the Common Council of The City of Fort Wayne, Indiana:

SECTION 1. That in accordance with Chapter 23 of an Act of the General Assembly of the State of Indiana for the Yeas 1927, and acts amendatory thereto, the compensation of certain City Officials and Employees is hereby fixed and established as set out in this section from and after January 1, 1939.

The MAYOR at the rate of Fifty-two Hundred ($5,200.00) Dollars per year.

The CONTROLLER at the rate of Thirty-six Hundred ($3,600.00)Dollars per year;

A DEPUTY CONTROLLER at the rate of Eighteen Hundred ($1,800.00) Dollars per year.

The CITY CLERK at the rate of Three Thousand ($3,000.00) Dollars per year.

A DEPUTY CLERK at the rate of Twelve Hundred ($1,200.00) Dollars per year.

The CITY TREASURER at the rate of Thirty-six Hundred ($3,600.00) Dollars per year.

One DEPUTY TREASURES at the rate of Eighteen Hundred ($1,800.00) Dollars per year.

The CITY JUDGE at the rate of Thirty-six Hundred ($3,600.00) Dollars per year for criminal matters, and One Hundred ($100.00) Dollars for civil matters.

The Members of the Board of Public Works at the rate of Twenty-four Hundred ($2,400.00) Dollars per year;

The Clerk of the Board of Public Works at the rate of Fifteen Hundred ($1,500.00) Dollars per year.

The Members of the Board of Public Safety at the rate of Six Hundred ($600.00) Dollars per year.

The Clerk of the Board of Public Safety at the rate of Fifteen Hundred ($1,500.00) Dollars per year.

The City Civil Engineer at the rate of Thirty-six Hundred ($3,600.00) Dollars per year.

The Members of the Common Council at the rate of Six Hundred ($600.00) Dollars per year.

The City Attorney at the rate of Thirty-six Hundred ($3,600.00) Dollars per year.

SECTION 2. This Ordinance shall be in full force and effect from and after the passage and approval by the Mayor.

Frank A. Wyss.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes----8----Nays----none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 27th day of September, 1938, by a majority of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO 1 9 4 5

WALTER C. VETTER
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of September, 1938.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29th day of September, 1938. H. W. BAALS Mayor

6946

GENERAL ORDINANCE NO. 1 9 4 6

AN ORDINANCE changing the name of Purman Street, a street and public highway in the City of Fort Wayne, Indiana, to East Woodland Avenue.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the name of Purman Street, a street and public highway in the City of Fort Wayne, Indiana, be changed to East Woodland Avenue.

Section 2. That this ordinance shall in full force and effect from and after its passage and approval by the Mayor, and due publication.

FRANK A. WYSS

The ordinance was read the third time in full and was now, on motion, passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of October, 1938, by a majority of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1 9 4 6

WALTER C. VETTER
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of October, 1938.

LEONARD H. ELLENWOOD
City Clerk

Approved this 31st day of October, 1938.

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 1 9 4 7

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between THE JOURNAL-GAZETTE COMPANY of Fort Wayne, Indiana and the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS.

WHEREAS, the CITY OF FORT WAYNE, by and through its Board of Public Works, and THE JOURNAL GAZETTE COMPANY of Fort Wayne, entered into a certain contract and agreement on the 20th day of December, 1938, by which contract the said Company agrees to print in The Fort Wayne Journal Gazette Proceedings of the Common Councilof the City of Fort Wayne,Indiana, from January 1, 1939, and to furnish the party of the second part One Hundred Twenty-five (125) copies of the Proceedings of each Council meeting, bound in pamphlet form, and to furnish and complete, upon the termination of the contract, on December 31, 1939, One Hundred Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of the said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is in the following words and figures, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 20th day of December, 1938, by

and between the Journal-Gazette, Party of the First Part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1939 until December 31, 1939, and to furnish the party of the second part, One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1939, One Hundred Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of the said copies, One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound in cloth.

That party of the first part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of One Dollar and Two Cents ($1.02) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the party of the second part shall have the right to take charge of said work and have the same done and deducted thereof from amy amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish sufficient bond in the sum of Two Thousand ($2,000.) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said party of the second part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year above written.

6047

THE JOURNAL-GAZETTE COMPANY

BY F. B. Ritchey Bus. Mgr.

BY A. F. Scherer Secretary
Party of the First Part

H. W. Baals
Mayor of City of Fort Wayne

CITY OF FORT WAYNE, INDIANA
BY: BOARD OF PUBLIC WORKS

Robert Beams Chairman

ATTEST:

A. T. Andersen

Chas. F. Hess
Secretary of Board

J. H. Johnson
Party of the Second Part

Approved as to form and legality

Walter E. Helmke CITY ATTORNEY

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into on the 20th day of December, 1938, by and between the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, and the JOURNAL-GAZETTE COMPANY, by the terms of which contract said Company agrees to print in The Fort Wayne Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1939, until December 31, 1939, and to furnish the parties of the second part One Hundred Twenty-five (125) copies of the Proceedings of each Council meeting and bind the same in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1939, One Hundred and Fifty (150) copies of the Proceedings of the entire year, bound together withan index for each of said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is more specifically set forth in the Preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M. McMillen

The ordinance was read the third time in full and was now, on motion, passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 27th day of December, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and know as GENERAL ORDINANCE NO. 1947

WALTER C. VETTER
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 31st day of December, 1938.

LEONARD H. ELLENWOOD
City Clerk

Approved this 31st day of December, 1938.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1948

AN ORDINANCE ratifying and approving a contract entered into on the 12th day of December, 1938, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and George A. Bass and Benjamin H. Bass, a Co-Partner-ship, doing business as Bass Engineering and Construction Company, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the twelfth day of December, 1938, the City of Fort Wayne Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with George A. Bass and Benjamin H. Bass, a Co-Partnership, doing business as Bass Engineering and Constuction Company, hereinafter called the "CONTRACTOR", which contract is in the following words, to-wit:

CONTRACT

for

RUDISILL INTERCEPTING SEWER AND APPURTENANCES

DIVISION "A" CONTRACT NO. 2

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1081-F

P. W. A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 12th day of December, 1938, by and between GEORGE A. BASS AND BENJAMIN H. BASS, A CO-PARTNERSHIP, BASS ENGINEERING AND CONSTRUCTION COMPANY hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Rudisill Intercepting Sewer and Appurtenances identified in these contractual documents as Contract No. 2, Division "A" of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract douments, including any and all addena, prepared by Chas. W. Cole, Engineer, acting and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the

6041

respective items of work complete in place, the accepted unit price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 9th and 16th day of November , 1938, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quanities and summarizing the extended cost items for comparison with other proposals for the said work. And saia accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of the employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any emplyee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City ofFort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calender day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agree to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all datails ready for continuous and successful operation within five hundred (500) consecutive calendar days after and including the date stated in the Notice to Proceed, and it is expressly understood and agreed that Time Is The Essence of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expense of inspection and administrarion, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials

   Detail Specifications

   Addendum Numbers 1 _____ _____ _____ _____ _____
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This contract

In the event that any provision in any of the above complnent parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assignes.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or de th sustained by any person growing out of any act or deed of the Contractor, or of his employees, of or any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and description brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents or employees, subcontractors or their employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

GOAHD

Item No.	Description and Approximate Quanity	Item Extension
1	For furnishing all labor, materials, equipment, supplies, and installing complete, in place, 4237 lineal feet of one hundred twenty-six (126) inch RUDISILL TUNNEL, at the following unit price per lineal foot Sixty two & 80/100 Dollars ($ 62.80)	($ 266,083.60)
2	For furnishing all labor, materials, equipment, supplies, and installing complete, in place, 1164 lineal feet of one hundred twenty (120) inch RUDISILL TUNNEL, at the following unit price per lineal foot Sixty & 00/100 Dollars ($ 60.00)	($ 69,840.00
3	For furnishing all labor, materials, equipment, supplies, and installing complete, in place, 1857 lineal feet of one hundred eight (108) inch RUDISILL TUNNEL, at the following unit price per lineal foot Fifty One & 60/100 Dollars ($ 51.60)	($ 95,821.20)
4	For furnishing all labor, materials, equipment, supplies,and installing complete, in place, 3033 lineal feet of ninety-six (96) inch RUDISILL BOULEVARD AND SMITH STREET TUNNEL, at the following unit price per lineal foot Forty Seven & 65/100 Dollars ($ 47.65)	($ 144,522.45)
5	For furnishing all labor, materials, equipment, supplies, and installing complete, in place, 3318 lineal feet of sixty-six (66) inch SMITH STREET TUNNEL, at the following unit price per lineal foot Thirty One & 50/100 Dollars ($ 31.50)	($ 104,517.00)
6	For furnishing all labor, materials, equipment, supplies,and installing complete, in place, 1236 lineal feet of seventy-two (72) inch HOAGLAND TUNNEL, at the following unit price per lineal foot Thirty five & 75/100 Dollars ($ 35.75)	($ 44,187.00)

7 For furnishing all labor, materials, and installing complete, in place, two (2) special fifteen (15) inch CONNECTIONS to ninety-six (96) inch tunnel, at the following lump sum price each _____
One Hundred & 00/100 Dollars
_____ ($ 100.00) ($ 200.00)

8 For furnishing all labor, materials,and installing complete, in place, one (1) HEADWALL STRUCTURE, at the following lump sum price_____
Six Thousand Five Hundred & 00/100
Dollars ($ 6500.00) ($ 6500.00)

9 For furnishing all labor, materials, and installing complete, in place, one (1) SEWER REGULATOR, at the following lump sum price _____
Three Thousand Six Hundred & 00/100 Dollars
_____ ($ 3600.00) ($ 3600.00)

10 For furnishing all labor, materials, and instslling complete, in place, one (1) JUNCTION CHAMBER at Rudisill Boulevard and Hoagland Avenue, at the following lump sum price _____
Two Thousand Five Hundred & 00/100 Dollars
_____ ($ 2500.00) ($ 2500.00)

11 For furnishing all labor, materials, and installing complete, in place, one (1) JUNCTION CHAMBER at Rudisill Boulevard and Clay Street to North,at the following lum sum price_____
Two Hundred Fifty & 00/100 Dollars
_____ ($ 250.00) ($ 250.00)

12 For furnishing all labor, materials, and installing complete, in place, one (1) JUNCTION CHAMBER at Rudisill Boulevard and Clay Street to South, at the following lump sum price_____
One Thousand Three Hundred Fifty & 00/100
Dollars ($ 1350.00) ($ 1350.00)

13 For furnishing all labor, materials, and installing complete, in place, one (1) JUNCTION CHAMBER at Rudisill Boulevard and John Street, at the following lump sum price_____
One Thousand Three Hundred & 00/100 Dollars
_____ ($ 1300.00) ($ 1300.00)

60AH6

14 For furnishing all labor, materials, and installing complete, in place, one (1) JUNCTION CHAMBER at Smith Street and first alley North of Rudisill Boulevard, at the following lump price_____
Six Hundred & 00/100 Dollars
_____ ($ 600.00) ($ 600.00)

15 For furnishing all labor, materials, and installing complete, in place, one (1) JUNCTION CHAMBER at Smith Street and Grier Sewer Line, at the following lump sum price_____
One Thousand Eight Hundred & 00/100 Dollars
_____ ($ 1800.00) ($ 1800.00)

16 For furnishing all labor, materials, and installing complete, in place, forty (40) lineal feet of UNDERDRAIN for twenty-four (24) inch, or smaller, sewer, at the following unit price per lineal foot
Two & 00/100 Dollars
_____ ($ 2.00) ($ 80.00)

17 For furnishing all labor, materials, and installing complete, in place, including covers, fifteen (15) standard CATCH BASINS, at the following lump sum price each Seventy Five & 00/100 Dollars
_____ ($ 75.00) ($ 1125.00)

18 For furnishing all labor, materials, and installing complete, in place, including covers, eighteen (18) standard INLETS, at the following lump sum price each Fifty & 00/100 Dollars
_____ ($ 50.00) ($ 900.00)

19 For furnishing all labor, materials, and installing complete, in place, including all covers, twenty (20) standard three (3) foot MANHOLES on tunnel (the first fifteen (15) feet, or less, above tunnel), at the following lump sum price each
Two Hundred Fifty & 00/100 Dollars
_____ ($ 250.00) ($ 5000.00)

20 For furnishing all labor, materials, and installing complete, in place, two hundred twenty-nine (229) lineal feet of three (3) foot standard MANHOLE, additional height, at the following unit price per lineal foot Fifteen & 00/100 Dollars
_____ ($ 15.00) ($ 3435.00)

21 For furnishing all labor, materials, and installing complete, in place, one hundred one (101) lineal feet of standard twelve (12) inch DROP SEWER, at the following unit price per lineal foot_____
Three & 00/100
_____ ($ 3.00) ($ 303.00)

22 For furnishing all labor, materials, and installing complete, in place, fifty-five (55) lineal feet of standard fifteen (15) inch DROP SEWER, at the following unit price per lineal foot_____
Three & 50/100 Dollars
_____ ($ 3.50) ($ 192.50)

23 For furnishing all labor, materials, and installing complete, in place, fifty-six (56) lineal feet of standard eighteen (18) inch DROP SEWER, at the following unit price per lineal foot_____
Four & 00/100 Dollars
_____ ($ 4.00) ($ 224.00

24 For furnishing all labor, materials, and installing complete, in place, one hundred (100) lineal feet of six (6) inch SANITARY SEWER, at the following unit price per lineal foot_____
Two & 00/100 Dollars
_____ ($ 2.00) ($ 200.00

25 Furnishing all labor and materials for cutting and reconnecting six (6) HOUSE CONNECTIONS, at the following unit price each_____
One Hundred & 00/100 Dollars
_____ ($ 100.00) ($ 600.00)

26 For furnishing all labor, materials, and installing complete, in place, 1160 lineal feet of twelve (12) inch CONNECTING SEWER, at the following unit price per lineal foot_____
Two & 50/100 Dollars
_____ ($ 2.50) ($ 2900.00)

27 For furnishing all labor, materials, and installing complete, in place, fifteen (15) inch CONNECTING SEWER, at the following unit price per lineal foot Four & 00/100 Dollars
_____ ($ 4.00) ($ 60.00)

6046

28 For furnishing all labor, materials, and installing complete, in place, ten (10) lineal feet of eighteen (18) inch CONNECTING SEWER, at the following unit price per lineal foot_____

Five & 00/100 Dollars

($ 5.00) ($ 50.00)

29 For furnishing all labor, materials, and installing complete, in place, one (1) special DROP CONNECTION on Rudisill Tunnel at Station 15 plus 16, at the following lump sum price_____

Five Hundred & 00/100

($ 500.00) ($ 500.00)

30 For furnishing all labor, materials, and placing complete, in place, fifteen (15) square yards of CONCRETE PAVEMENT REPLACEMENT, at the following unit price per square yard_____

Five & 00/100 Dollars

($ 5.00) ($ 75.00

31 For furnishing all labor, materials, and placing complete, in place, ninety (90) square yards of SHEET ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard_____

Four & 00/100 Dollars

($ 4.00) ($ 360.00)

32 For furnishing all labor, materials, and placing complete, in place, sixty-six (66) square yards of CONCRETE ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard

Four & 00/100 Dollars

($ 4.00) ($ 264.00)

33 For furnishing all labor, materials, and placing complete, in place, two (2) square yards of BRICK PAVEMENT REPLACEMENT, at the following unit price per square yard_____

Five & 00/100 Dollars

($ 5.00) ($ 10.00)

34 For furnishing all labor, materials, and replacing complete, in place, twenty (20) lineal feet of six by sixteen 6x16) inch stone or concrete CURB, at the following unit price per lineal foot_____

Two & 00/100 Dollars

($ 2.00) ($ 40.00)

35 For furnishing all labor, materials, and replacing seventy-eight (78) lineal feet of COMBINED CURB AND GUTTER, at the following unit price per lineal foot Three & 00/100 Dollars ($ 3.00) ($ 234.00)

36 For furnishing all labor, materials, and placing complete, in place, two hundred seventy-eight (278) square feet of five (5) inch MONOLITHIC CONCRETE SIDEWALK, at the following unit price per square foot Twenty Cents ($ 0.20) ($ 55.60)

37 For furnishing all labor, materials, and installing complete, in place, twenty-five (25) cubic yards of additional CONCRETE, CLASS "A", not including forms, at the following unit price per cubic yard Twenty Five & 00/100 Dollars ($ 25.00) ($ 625.00)

38 For furnishing and leaving in place, one thousand (1000) square feet of SHEETING, including bracing, at the following unit price per square foot Fity Cents ($ 0.50) ($ 500.00)

39 For furnishing all labor, materials, and installing complete, in place, two hundred (200) square feet of additional CONCRETE FORMWORK, including bracing, at the following unit price per square foot Fifty Cents ($ 0.50) ($ 100.00)

40 For furnishing all labor, materials, and installing complete, in place, two thousand (2000) pounds of additional REINFORCING STEEL, at the following unit price per pound Eight Cents ($ 0.08) ($ 160.00)

41 For TAMPING, in place, five hundred (500) cubic feet of earth fill in six (6) inch layers, at the following unit price per cubic foot Fifty Cents ($ 0.50) ($ 250.00)

60A13

42 For one hundred (100) cubic yards of additional TUNNEL EXCAVATION, when ordered, at the following unit price per cubic yard_____

Five and 00/100 Dollars

($ 5.00) ($ 500.00)

43 For ten (10) cubic yards of additional EXCAVATION, open cut, when ordered, at the following unit price per cubic yard Three & 50/100 Dollars

($ 3.50) ($ 35.00)

44 For furnishing and installing complete, in place, one hundred (100) lineal feet of TIMBER PILING, at the following unit price per lineal foot_____

Two & 00/100 Dollars

($ 2.00) ($ 200.00)

45 For removing ten (10) cubic yards of ROCK EXCAVATION as specified, at the following unit price per cubic yard Eight & 00/100 Dollars

($ 8.00) ($ 80.00)

46 For furnishing and placing, in place, fifty (50) cubic yards of GRAVEL FILL, at the following unit price per cubic yard Three & 00/100 Dollars

($ 4.00) ($ 150.00)

TOTAL OF ITEM EXTENSIONS $ 762,279.35

ARTICLE VII (Unit prices to be inserted here)

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana by and through its Board of Public Works of said City and the Contractor, George A. Bass and Benjamin H. Bass, A Co-Partnership, DBA Bass Engineering and Construction Company by and through (_____) haveunto respectively set their names in triplicate, the day and year first written above,

George A. Bass and Benjamin H. Bass
a Co-Partnership, DBA
BASS ENGINEERING AND CONSTRUCTION COMPANY
CONTRACTOR

(SEAL)

By George A. Bass

Attest:

By Benjamin H. Bass

_____

Co-partners
Title

_____
Title

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS

Attest:

Chas. F. Hess
Secretary of Board of Public Works

Robert G. Beans

(SEAL)

A. T. Andersen

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 12th day of December, 1938

H. W. Baals

Approved as to form and legality

By Walter E. Helmke
City Attorney

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 12th day of December, 1938, as fully set out above, be and the is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles Moellering

Harry M. McMillen

The ordinance was read the third time in full and was now, on motion passed by the following vote: (Ayes---7---nays---1).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1948

WALTER C. VETTER
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 31st. day of December, 1938.

Leonard H. Ellenwood
City Clerk

Approved this 31st. day of December, 1938.

H. W. Baals
Mayor

GENERAL ORDINANCE NO. 1949

AN ORDINANCE repealing General Ordinance Number 1793 bring "An Ordinance annexing and making a part of the city limits of the City of Fort Wayne, Indiana, certain described territory located in the West half of the southwest quarter of Section 27, Township 31 North, Range 12 East.

60AHG

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That General Ordinance Number 1793 being "An Ordinance annexing and making a part of the city limits of the City of Fort Wayne, Indiana, certain described territory located in the West half of the southwest quarter of Section 27, Township 31 North, Range 12 East, is hereby repealed.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

G. A. Dinnen

The Ordinance was read the third time in full and was now, on motion, passed by the following vote: (ayes---7---Nays---1).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1949

WALTER C, VETTER
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 31st. day of December, 1938.

LEONARD H. ELLENWOOD
City Clerk

Approved this 31st. day of December, 1938

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 1950

An Ordinance changing, amending and supplementing General Ordinance No. 1436 and the same being,"An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administraction and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne,as amended this 13th day of November, 1928."

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the symbols and indications of Section 5 of the map which is a part of General Ordinance No. 1436 be changed from those of an "E" District to those of a "B" District on the lots bounded by the first alley north of Masterson Avenue on the north; the first alley westof Hanna Street on the east; the first alley south of Masterson Avenue on the south; and the first alley east of Lafayette Street on the west. And that said area be established as a "B" District.

Section 2. That all provisions, requirements, restrictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said ordinance no. 1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

CHARLES E. MOELLERING

The ordinance was read the third time in full and was now, on motion, passed by the following vote: (ayes---9---nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of December, 1938, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 1950

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of January, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 14th day of January, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1951

An Ordinance changing, amending and supplementing General Ordinance No. 1436 and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commersial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city

60AHd

into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the symbols and indications of Section 6 of the map which is a part of General Ordinance No. 1436 be changed from those of a "B" District on the lots bounded by the first alley north of Pontiac Boulevard on the north; Central Drive on the east; Pontiac Boulevard on the south and first alley east of Anthony Boulevard on the west. And that said area be established as a "B" District.

Section 2. That all provisions, requirements, restictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

Gerald Aurentz

The Ordinance was read the third time in full and was now, on motion, passed by the following vote: (ayes---8---nays---1).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of January, 1939, by a majority vote of all members elect,did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1951

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 26th day of January, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 1st day of February, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1952

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the American Engineering Company, a Pennsylvannia Corporation, and the City of Fort Wayne, of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 6th day of February, 1939, the American Engineering Company, a Pennsylvania Corporation, entered into a certain contract

and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of One (1) Multiple Retor Underfeed Mechanical Stoker, as more specifically set out in said contract, to wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 6th day of February, 1939, by and between the AMERICAN ENGINEERING COMPANY, a Corporation, organized and existing under the laws of the State of Pennsylvania, Party of the First Part, and the City of Fort Wayne, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the furnishing, delivery, and erection of:

One (1) Multiple Retort Underfeed Mechanical Stoker,

to be installed at the Generating Station of the City Light and Water Utilities of Fort Wayne, as specified in Contract No. 4 of the plans and specifications prepared by the party of the second part, and dated January, 1939, and the proposal of the party of first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, and for and in consideration of the payment by the City of Fort Wayne as follows:

THIRTY-ONE THOUSAND SEVEN HUNDRED SEVENTY ($31,770.00) DOLLARS.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their decisison in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to complete the contract within one hundred forty (140) calendar days after the approval of the same by the Common Council of the City of Fort Wayne, Indiana.

That the said party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered

6041G

by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates of Wages", of the specifications on file in the office of the Board of Public Works.

This contract, although executed on the behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have been first approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing parties, hereunto set our hands and seals on the day and year first written.

CITY OF FORT WAYNE, INDIANA.

BY: H. W. BALLS MAYOR

ROBERT G. BEAMS

JOHN H. JOHNSON

DAVID LEWIS

BOARD OF PUBLIC WORKS, Party of the Second part

ATTEST:

CHAS. F. HESS

Approved as to Form and Legality

WALTER E. HELMKE
City Attorney

AMERICAN ENGINEERING COMPANY

C. E. HARRISON

VICE PRESIDENT

Contractor, Party of the First Part

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the American Engineering Company, a Pennsylvania Corporation, and the City of Fort Wayne, by and through its Board of Public Works for the sale and purchase of One (1) Multiple Retort Underfeed Mechanical Stoker, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F. Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---9---nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1952

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 15th day of February, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 16th day of February, 1939

H. W. Baals
Mayor

GENERAL ORDINANCE NO. 1953

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between Babcock and Wilcox Company, a New Jersey corporation, and the City of Fort Wayne, of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 6th day of February, 1939, the Babcock and Wilcox Company, a New Jersey Corporation, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of One (1) 125,000 pounds per hour Water Tube Steam Boiler with Superheater, Air Heater, Economizer and Water Cooled Walls, Masonry Setting, Soot Blowers, Trimming, Supporting Steel and Upper front, as more specifically set out in the said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 6th day of Frebruary, 1939, by and between the BABCOCK AND WILCOX COMPANY, a Corporation, organized and existing under the laws of the State of New Jersey, party of the first part, and the CITY OF FORT WAYNE, a municipal, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the furnishing, delivery and erection of:

One (1) 125,000 pounds per hour Water Tube Steam Boiler with Superheater, Air Heater, Economizer and Water Cooled Walls, Masonry Setting, Soot Blowers, Trimming, Supporting Steel and Upper front,

all to be delivered and erected upon the foundations provided by said party of the second part at their Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All such

6409

apparatus and work is to be in accordance with the plans and specifications prepared by the party of the second part, and dated January, 1939, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows:

SEVENTY-ONE THOUSAND FOUR HUNDRED ($71,400.00) DOLLARS.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their decision in the revision of the stimate shall be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to complete the contract within one hundred forty (140) calendar days after the approval of same by the Common Council of the City of Fort Wayne, Indiana.

That the said party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates of Wages", of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BAALS MAYOR

ROBERT G. BEAMS

ATTEST: JOHN H. JOHNSON

CHAS. F. HESS DAVID LEWIS
Secretary BOARD OF PUBLIC WORKS, Party of Second Part

Approved as to Form and Legality

WALTER E. HELMKE
City Attorney

THE BABCOCK & WILCOX CO.
85 Liberty St., New York, N. Y.

Attest:

R. T. Holleman
Assistant Secretary

C. W. MIDDLETON, VICE-PRESIDENT
Contractor, Party of the First Part.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

Section 1. That the foregoing contract made and entered into by and between the Babcock and Wilcox Company, a New Jersey Corporation, and the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of One (1) 125,000 pounds per hour Water Tube Steam Boiler with Superheater, Air Heater, Economizer and Water Cooled Walls, Masonry Setting, Soot Blowers, Trimming, Supporting Steel and Upper front, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWARD H. FISHER

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---8---nays---1).

THISORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 14th day of February, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and is known as

GENERAL ORDINANCE NO. 1953

Arno C. Spiegel
President

Leonard H. Ellenwood
City Clerk

Presented to the Mayor for approval on the 15th day of February, 1939.

Leonard H. Ellenwood
City Clerk

Approved this 16th day of February, 1939.

H. W. Baals
Mayor

60462

GENERAL ORDINANCE NO. 1954

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between INTERNATIONAL HARVESTER COMPANY, INC., an Illinois Corporation, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC SAFETY,

WHEREAS, on the 24th day of January, 1939, the INTERNATIONAL HARVESTER COMPANY, INC., an Illinois Corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC SAFETY, for the sale of One (1) International 1,000 gallon capacity fire truck, Model A-8-50 with Northern Rotary Pump, according to specifications now on file in the office of the Board of Public Safety, and as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 24th day of January, 1939, by and between INTERNATIONAL HARVESTER COMPANY, INC., an Illinois Corporation, Party of the First Part, and the CITY OF FORT WAYNE, County of Allen, State of Indiana, by and through its BOARD OF PUBLIC SAFETY, Party of the Second Part, WITNESSETH:

The party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the furnishing, delivery and erection, where erection is specified, of the apparatus, or required for the construction of the work, of the following named equipment, to-wit:

One (1) International 1,000 gallon capacity fire truck, Model A-8-50 with Northern Rotary Pump, for use in the Fire Department of the City of Fort Wayne, Indiana, all of which apparatus and work is to be in accordance with the specifications and plans on file in the office of the Board of Public Safety of the City of Fort Wayne, Indiana, and all of which plans, specifications and proposals are made a part of this contract as fully and effectually as if copied herein at full length, for a nd in consideration of the payment by the party of the second part as follows, to-wit

SIX THOUSAND NINE HUNDRED ($6,900.00) DOLLARS.

That the party of the first part agrees to complete the contract within sixty (60) calendar days after date of this contract and approval of the same by the Common Council of the City of Fort Wayne, Indiana.

That the said party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as state in Paragraph No. 21 "Rates and Wages", of the specifications on file in the office of the Board of Public Safety of the party of the second part.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Safety, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of the City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, his successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hand and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BAALS MAYOR

BOARD OF PUBLIC SAFETY

BY: CHAS. B. BOWEN CHAIRMAN

E. C. GALLMEIER

ALBERT H. KELLER

Party of Second Part

ATTEST:

N. C. KETTERING
Secretary

INTERNATIONAL HARVESTER COMPANY, INC.

BY: E. KUNTZ
District Manager

Party of First Part

Approved as to form and legality

WALTER E. HELMKE
City Attorney

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract and agreement made and entered into by and between the INTERNATIONAL HARVESTER COMPANY, INC., an Illinois Corporation, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC SAFETY, for the sale of One (1) International 1,000 gallon capacity fire truck, Model A-8-50 with Northern Rotary Pump, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---9---nays---none)
THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1939, by a mojority vote of all members elect, did pass the ordinance

21969

hereunto attached, and known as

GENERAL ORDINANCE NO. 1954

ARNO C. SPIEGEL
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 15th day of February, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 16th day of February, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1955

AN ORDINANCE fixing the Salaries, Compensation and Wages of employees in the Engineer's office of the City of Fort Wayne, Indiana, and repealing all ordinances and parts of ordinances in conflict herewith.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section 1. That the salaries , wages and compensation of the employees in the Engineer's office of the City of Fort Wayne, Indiana, shall be as follows, for each fiscal year payable monthly, to-wit:

DEPARTMENT OF PUBLIC WORKS

Item 112-c	Salary of assistant city engineer	$ 2,400.00
Item 113-c	Salary of junior assistant engineer	2,400.00
	Salary of draftsman	1,800.00
	Salary of two (2) instrument men, each $1,800	3,600.00
	Salary of three (3) rodmen, each $1,600	4,800.00
	Salary of Clerk	1,800.00

Section 2. That said salaries shall be payable monthly beginning January 1, 1939.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

CHARLES E. MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote (ayes---9---nays---none)
THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW..

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of February, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1955

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

PRESENTED to the Mayor for approval on the 15th day of February, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 16th day of February, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1956

AN ORDINANCE ratifying and approving a contract entered into on the 24th day of February, 1939, by and between the City of Fort Wayne, Indiana by and through its Board of Public Works, party of the first part, and A. Arcari, party of the second part.

WHEREAS, heretofore on the twenty-fourth day of February, 1939, the City of Fort Wayne by and through its Board of Public Works entered into a contract with A. Arcari, which contract is in the following words, to-wit:

CONTRACT

for

THE CONSTRUCTION OF THE

ST. MARYS SECTION OF THE

MAIN INTERCEPTOR AND APPURTENANCES

DIVISION "A" CONTRACT NO. 3

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 24th day of February, 1939, by and between A. Arcari, Goddard Road at Pennsylvania R.R. Route 5. Lincoln Park, Michigan hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the St. Marys Section of the Main Interceptor and Appurtenances identified in these contractual documents as

60AHd

Contract No. 3 of Division "A" of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price submitted by the Contractor pursuant to the published Notice inviting sealed bids for the construction of the St. Marys Section of the Main Interceptor and Appurtenances and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 26 & 2 days of Feb. respectively 1939, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indidna, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within four hundred (400) consecutive calendar days from and after the date stated in the notice to proceed, and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by the reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.) dollars for each and every day the work is uncompleted beyond the time set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications of Workmanship and Materials

   Detail Specifications

   Addenda Numbers 1 2 3 and 4 ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer.
7. Contractor's Proposal
8. This contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI UNIT PRICES

It is hereby mutually understood and agreed that the Contractor will be paid for the actual work completed in accordance with these contract

60AHd

documents, the following unit prices to-wit:

Item No.	Description and Approximate Quanity	Item Extension
1	For furnishing and installing complete, in place, two hundred twenty-one (221) lineal feet of FIFTY-FOUR (54) INCH TUNNEL SEWER, at the following unit price per lineal foot Thirty dollars and no cents ($ 30.00)	($ 6,630.00)
2	For furnishing and installing complete, in place, three hundred sixty-seven (367) lineal feet of FORTY-EIGHT (48) INCH TUNNEL SEWER, at the following unit price per lineal foot Twenty-seven dollars and no cents ($ 27.00)	($ 9,909.00)
3	For furnishing and installing complete, in place, one hundred twenty-two (122) lineal feet of FIFTY-FOUR (54) INCH, EXTRA STRENGTH, REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twenty-two dollars and fifty cents ($ 22.50)	($ 2,745.00)
4	For furnishing and installing complete, in place, 1149 lineal feet of FIFTY-FOUR (54) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twenty-one dollars and ten cents ($ 21.10)	($ 24,243.90)
5	For furnishing and installing complete, in place, four hundred sixty-nine (469) lineal feet of FORTY-EIGHT (48) INCH, EXTRA STRENGTH, REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twenty dollars and sixty cents ($ 20.60)	($ 9,661.40)
6	For furnishing and installing complete, in place, 7058 lineal feet of FORTY-EIGHT (48) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Fifteen dollars and eight-five cents ($ 15.85)	($111,869.30)

7 For furnishing and installing complete, in place, seven hundred twelve (712) lineal feet of THIRTY (30) INCH STANDARD REINFORCED CONCRETE PIPE SEWER, at the following unit price per lineal foot_____
Six dollars and seventy cents
_____($ 6.70 _____) ($ 4,770.40)

8 For furnishing and installing complete, in place, 1793 lineal feet of TWENTY-SEVEN (27) INCH STANDARD REINFORCED CONCRETE PIPE SEWER WITH SPECIAL REINFORCEMENT, at the following unit price per lineal foot_____
Nine dollars and fifty cents
_____($ 9.50 _____) ($ 17,033.50)

9 For furnishing and installing complete, in place, 1826 lineal feet of TWENTY-SEVEN (27) INCH STANDARD REINFORCED CONCRETE PIPE SEWER WITH EXTRA SPECIAL REINFORCEMENT, at the following unit price per lineal foot
Thirteen dollars and no cents
_____($ 13.00 _____) ($ 23,738.00)

10 For furnishing and installing complete, in place, 1448 lineal feet of TWENTY-FOUR (24) INCH STANDARD REINFORCED CONCRETE PIPE SEWER, at the following unit price per lineal foot_____
Five dollars and ten cents
_____($ 5.10 _____) ($ 7,384.80)

11 For furnishing and installing complete, in place, 4741 lineal feet of EIGHTEEN (18) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot_____
Four dollars and ten cents
_____($ 4.10 _____) ($ 19,438.10)

12 For furnishing and installing complete, in place, fifty-six (56) lineal feet of FIFTEEN (15) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot Three dollars and no cents
_____($ 3.00 _____) ($ 168.00)

13 For furnishing and installing complete, in place, one hundred twenty-five (125) lineal feet of TWELVE (12) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per

COAHD

lineal foot_____

Two dollars and fifty cents

_____($ 2.50) ($ 312.50)

14 For furnishing and installing complete, in place, fifty-six (56) lineal feet of FIFTY-FOUR (54) INCH MONOLITHIC CONCRETE SEWER ON CURVE, at the following unit price per lineal foot_____

Twenty-five dollars and no cents

_____($ 25.00) ($ 1,400.00)

15 For furnishing and installing complete, in place, one hundred forty-nine (149) lineal feet of FORTY-EIGHT (48) INCH MONOLITHIC CONCRETE SEWER, ON CURVE, at the following unit price per lineal foot_____

Twenty-two dollars and no cents

_____($ 22.00) ($ 3,278.00)

16 For furnishing and installing complete, in place, SIX (6) INCH AND TWELVE (12) INCH CAST IRON PIPE FOR INDIAN VILLAGE SIPHON, at the following lump sum price_____

Thirty-one hundred fifty dollars and no cents ($ 3,150.00)) ($ 3,150.00)

17 For furnishing and installing complete, in place, EIGHTEEN (18) INCH AND TWENTY-FOUR (24) INCH CAST IRON PIPE FOR FOSTER PARK SIPHON, at the following lump sum price

Six thousand dollars and no cents

_____($ 6,000.00) ($ 6,000.00)

18 For furnishing and installing complete, in place, EIGHT (8) INCH AND TEN (10) INCH CAST IRON PIPE FOR WILDWOOD SIPHON, at the following lump sum price_____

Thirty-two hundred fifty dollars and no cents ($ 3,250.00) ($ 3,250.00)

19 For furnishing and installing complete, in place, SIX (6) INCH CAST IRON PIPE FOR SIPHON NORTH OF HALL AVENUE, at the following lump sum price_____

Twenty-eight hundred fifty dollars and no cents ($ 2,850.00) ($ 2,850.00)

20 For furnishing and installing complete, in place, TWENTY-FOUR (24) INCH AND THIRTY (30) INCH CAST IRON PIPE FOR SWINNEY PARK SIPHON, at the following lump sum price

Eleven thousand dollars and no cents
($ 11,000.00) ($ 11,000.00)

21 For furnishing and installing complete, in place, MANHOLE AT END OF SOUTH BRANCH SEWER, at the following lump sum price
One hundred thirty dollars and no cents
($ 130.00) ($ 130.00)

22 For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES (SHERWOOD TERRACE), at the following lump sum price Nineteen hundred fifty dollars and no cents ($ 1950.00) ($ 1,950.00)

23 For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES (SOUTHWOOD PARK), at the following lump sum price
Nineteen hundred thirty dollars and no cents ($ 1930.00) ($ 1,930.00)

24 For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES (INDIAN VILLAGE), at the following lump sum price
Twenty-seven hundred thirty dollars and no cents ($ 2730.00) ($ 2,730.00)

25 For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES (WILDWOOD), at the following lump sum price
Twenty-one hundred eighty dollars and no cents ($ 2180.00) ($ 2,180.00)

26 For furnishing and installing complete, in place, FLUSH TANK REGULATOR (PAULINE STREET), at the following lump sum price
Sixteen hundred eighty dollars and no cents ($ 1680.00) ($ 1,680.00)

27 For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES (ROLLING MILL), at the following lump sum price
Thirty-eight hundred thirty dollars and no cents ($ 3830.00) ($ 3,830.00)

28 For furnishing and installing complete, in place, one (1) SPECIAL MANHOLE FOR INDIAN VILLAGE SIPHON, at the following lump sum price Two hundred sixty dollars and no cents ($ 260.00) ($ 260.00)

29 For furnishing and installing complete, in place, two (2) SPECIAL MANHOLES FOR FOSTER PARK SIPHON, at the following lump sum price

OAHD

Seven hundred fifty dollars and no cents ($ 750.00) ($ 750.00)

30 For furnishing and installing complete, in place, one (1) SPECIAL MANHOLE FOR WILD-WOOD SIPHON, at the following lump sum price Three hundred dollars and no cents ($ 300.00) ($ 300.00)

31 For furnishing and installing complete, in place, two (2) SPECIAL MANHOLES FOR SWINNEY PARK SIPHON, at the following lump sum price Thirteen hundred dollars and no cents ($ 1300.00) ($ 1,300.00)

32 For furnishing and installing complete, in place, twenty-four (24) STANDARD MANHOLES FOR FIFTY-FOUR (54) INCH AND FORTY-EIGHT (48) INCH SEWERS, INCLUDING SIX (6) FOOT BOTTOM AND FOUR (4) FOOT TOP, at the following lump sum price each One hundred eighty dollars and no cents ($ 180.00) ($ 4,320.00)

33 For furnishing and installing complete, in place, two hundred twenty-five (225) lineal feet, vertical depth, of ADDITIONAL HEIGHT OF STANDARD MANHOLE FOR FIFTY-FOUR (54) INCH AND FORTY-EIGHT (48) INCH SEWERS, at the following unit price per lineal foot Nine dollars and no cents ($ 9.00) ($ 2,025.00)

34 For furnishing and installing complete, in place, twenty-seven (27) STANDARD MANHOLES FOR SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES, INCLUSIVE, HAVING A MAXIMUM HEIGHT OF SIX (6) FEET, at the following unit price each Eighty dollars and no cents ($ 80.00) ($ 2,160.00)

35 For furnishing and installing complete, in place, two hundred fifty-three (253) lineal feet, vertical depth, of ADDITIONAL HEIGHT OF STANDARD MANHOLE FOR SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES, INCLUSIVE, at the following unit prices per lineal foot Ten dollars and no censt ($ 10.00) ($ 2,530.00)

36 For furnishing and installing complete, in place, one (1) TWELVE (12) INCH DROP SEWER,

at the following lump sum price_____
Fifteen dollars and no cents
_____($ 15.00 _____) ($ 15.00)

37 For furnishing and installing complete, in place, one (1) FORTY-TWO (42) INCH CIRCULAR FLOOD GATE ON EXISTING WILDWOOD SEWER, at the following lump sum price _____
Two hundred fifty dollars and no cents
_____($ 250.00 _____) ($ 250.00)

38 For cutting and replacing, ninety-five (95) square yards of CONCRETE PAVEMENT, at the following unit price per square yard_____
Three dollars and no cents
_____($ 3.00 _____) ($ 285.00)

39 For cutting and replacing, one hundred thirty-six (136) square yards of BITUMINOUS MIX PAVEMENT, at the following unit price per square yard_____
One dollar and fifty cents
_____($ 1.50 _____) ($ 204.00)

40 For cutting and replacing, ten (10) square yards of SHEET ASPHALT PAVEMENT, at the following unit price per square yard_____
Four dollars and no cents
_____($ 4.00 _____) ($ 40.00)

41 For removing and replacing, fifteen(15) lineal feet of SIX (6) INCH BY SIXTEEN (16) INCH CURB, at the following unit price per lineal foot One dollar and no cents
_____($ 1.00 _____) ($ 15.00)

42 For furnishing and installing complete, in place, twenty (20) cubic yards of ADDITIONAL CLASS "A" CONCRETE, FORMS NOT INCLUDED, at the following unit price per cubic yard Twenty dollars and no cents
_____($ 20.00 _____) ($ 400.00)

43 For furnishing and constructing complete, in place, three hundred (300) square feet of ADDITIONAL CONCRETE FORMWORK, at the following unit price per square foot_____
No dollars and twenty cents
_____($ 0.20 _____) ($ 60.00)

44 For furnishing and placing complete, in place, 2000 pounds of ADDITIONAL REINFORC-

COAHG

ING STEEL, at the following unit price per pound _____

No dollars and six cents

($ 0.06) ($ 120.00)

45 For furnishing and installing complete, in place, one hundred twenty-five (125) cubic yards of CLASS "B" CONCRETE FOR BEDDING, at the following unit price per cubic yard___

Twelve dollars and no cents

($ 12.00) ($ 1,500.00)

46 For furnishing and installing complete, in place, 1800 cubic yars of SAND BEDDING FOR SEWERS, at the following unit price per cubic yard_____

Two dollars and twenty-five cents

($ 2.25) ($ 4,050.00)

47 For furnishing and installing complete, in place, twenty (20) cubic yards of GRAVEL FOR FILL, at the following unit price per cubic yard_____

Three dollars and no cents

($ 3.00) ($ 60.00)

48 For twenty (20) cubic yards of ADDITIONAL EXCAVATION IN TUNNEL, at the following unit price per cubic yard_____

Five dollars and no cents

($ 5.00) ($ 100.00)

49 For fifty (50) cubic yards of ADDITIONAL EXCAVATION IN OPEN CUT, at the following unit price per cubic yard_____

Two dollars and sixty cents

($ 2.60) ($ 130.00)

50 For furnishing complete, in place, 1000 square feet of WOOD SHEETING, LEFT IN PLACE, at the following unit price per square foot

No dollars and five cents

($ 0.05) ($ 50.00)

51 For three hundred (300) cubic feet of EARTH FILL TAMPING (SPECIAL) in six (6) inch layers, at the following unit price per cubic foot

No dollars and seven cents

($ 0.07) ($ 21.00)

52 For furnishing and installing complete, in place, five hundred (500) pounds of ADDITIONAL STRUCTURALSTEEL, at the following

unit price per pound_____

No dollars and twenty cents

($ 0.20) ($ 100.00)

53 For ten (10) cubic yards of ROCK EXCAVATION, at the following unit price per cubic yard

Ten dollars and no cents

($ 10.00) ($ 100.00)

54 For furnishing and installing complete, in place, twenty (20) HOUSE CONNECTIONS, at the following unit price each_____

Fifteen dollars and no cents

($ 15.00) ($ 300.00)

55 For furnishing and installing complete, in place, one hundred (100) lineal feet of WOOD PILING, at the following unit price per lineal foot_____

One dollar and fifty cents

($ 1.50) ($ 150.00)

TOTAL OF ITEM EXTENSIONS 304,856.90

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor, A. Arcari, Goddard Road at Pennsyvania R.R., Route 5, Lincoln Park, Michigan by and through (himself)_____ have hereunto respectively set their names in triplicate, the day and year first written above.

A. ARCARI
CONTRACTOR

(SEAL)

Attest: By_____

_____ _____
Title

_____
Title

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS

Attest:

Chas. F. Hess J. H. Johnson
Secretary of Board of Public Works

(SEAL) David Lewis

_____

Approved by the Mayor of the City of Fort Wayne, this 24th day of February, 1939.

Louis F. Crosby
Acting Mayor

Approved as to form and legality

By Walter E. Helmke
City Attorney

60AHd

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 24th day of February, 1939, as fully set out above, be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES E. MOELLERING

HARRY M. MCMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---9---nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of March, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1956

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 16th day of March, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this ____day of March, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1957

AN ORDINANCE changing, amending and supplementing General Ordinance No. 1436 and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish buildings lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the symbols and indiactions of Section 5 of the map which is a part of General Ordinance No. 1436 be changed from those of a "B" District to those of a "C" District on the lots bounded by Piqua Avenue on the west; by the north line of Lot Number Seven (7); Purman's First Addition on the north; by Lafayette Street on the east; and by the north line of Lot Number Two (2) Purman's First Addition on the south.

Section 2. That all provisions, requirments, restrictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

HAROLD A HART

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---8---nays---1).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of March, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1957

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 16th day of March, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 16thday of March, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1958

AN ORDINANCE amending Section 50 of General Ordinance number 1937, being "An Ordinance regulating the installing, maintenance and repair of plumbing, drainage, ventilation, water supply, gas piping and automatic sprinkler systems, of public buildings of any kind or description erected or to be erected in the City of Fort Wayne, Indiana; also in all private buildings and dwelling houses erected or to be erected in the City of Fort Wayne, Indiana; providing for licenses and permits for installation of such apparatus and the supervision and inspection thereof and penalties for violation thereof; providing also for an examining board and Chief Plumbing Inspector under the direct supervision and jurisdiction of the Board of Public Health of the City of Fort Wayne, Indiana; and repealing of ordinances and parts of ordin-

60AHJ

ances and amendments thereto in conflict herewith as amended this 14th day of June, 1938".

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 50 of General Ordinance Number 1937, passed June 14th, 1938, and commonly known as the Plumbing Code, be amended to read as follows:

"All main and branch soil, waste, vent and back vent pipes shall be of lead, brass, copper, or extra heavy cast iron soil pipe, standard galvanized steel pipe or galvanized genuine wrought iron pipe, subject to the approval of the inspector."

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

JOHN HOELLE

PAUL C. WOLF

This Ordinance was read the time in full and on motion was now passed by the following vote: (ayes---9---nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of March, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1958

ARNO C. SPIEGEL _____ President

LEONARD H. ELLENWOOD _____ City Clerk

Presented to the Mayor for approval on the 31st day of March, 1939

LEONARD H. ELLENWOOD _____ City Clerk

Approved this 31st day of March, 1939.

H. W. BAALS _____ Mayor

GENERAL ORDINANCE NO. 1959

AN ORDINANCE ratifying and approving a certain contract and agreement, made and entered into by and between the J. D. ADAMS COMPANY, an Indiana Corporation, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, of Allen County, Indiana.

WHEREAS, on the 24th day of March, 1939, the J. D. ADAMS COMPANY, an Indiana Corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of One (1) Adams Motor Grader No. 20 and other parts and equipment attached thereto, and more specifically set out in said contract, to-wit:

CONTRACT

THIS AGREEMENT, Made and entered into this 24th day of March, 1939, by and between J. D. ADAMS COMPANY, and Indiana Corporation, hereinafter referred to as the "Corporation", and the CITY OF FORT WAYNE, a municipal corporation of Allen County, in the State of Indiana, by and through its BOARD OF PUBLIC WORKS, hereinafter referred to as the "City," WITNESSETH:

The Corporation covenants and agrees to sell and furnish to the City the following equipment, to-wit:

One (1) Adams Motor Grader No. 20 equiped with 9' x ½" moldboard without boots, transmission brakes, upholstered seat, muffler, 6.00 x 20 truck balloon front tires, two-wheel drive with 37.50 x 24 dual rear low pressure tires, and equiped with One (1) scarifier and electric starting and lighting equipment including generator, starter, battery, horn, two(2) head lights, and two (2) tail lights, in accordance with the bid and specifications submitted to the City, which bid and specifications by reference are made a part of this contract.

The City agrees to pay said Corporation for said Grader and equipment attached thereto, the sum of TWO THOUSAND TWO HUNDRED NINETY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS ($2,298.75) f. o. b. Fort Wayne, Indiana

The Corporation agrees to deliver said equipment within seven (7) days after an Ordinance approving the within contract has been passed by the Common Council of the City of Fort Wayne and signed by the Mayor of the City.

The Corporation agrees to test the above equipment before shipment and see to it that all parts are in harmonious working order and in proper condition to perform their respective duties.

The Corporation agrees to furnish a full set of instructions for the care and operation of said equipment and guarantees said equipment to be well built and in good working order.

This contract, although executed on behalf of the City by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it first shall have been approved by the Common Council of said City, and should the Common Council of said City fail to approve the same, within sixty (60) days after date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties have hereunto set our hands and seals the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:

CHAS. F. HESS
Secretary

ROBERT G. BEAMS Chairman

DAVID LEWIS

J. H. JOHNSON

J. D. ADAMS COMPANY

BY: W. R. ADAMS President

BY: W. W. WHITE Secretary

Approved as to form and legality

WALTER E. HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between J. D. ADAMS COMPANY, an Indiana Corporation, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase of One (1) Adams Motor Grader No. 20 and other parts and equipment attached thereto, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES E. MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---9---nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of April, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1959.

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of April, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 13th day of April, 1939

H. W. BALLS
Mayor

GENERAL ORDINANCE NO. 1960

AN ORDINANCE ratifying and approving a contract entered into on the 27th day of March, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and JOHN DEHNER, INC., an Indiana Corporation, organized and existing under the laws of the State of Indiana, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 27th day of March, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the"OWNER" entered into a contract with JOHN DEHNER, INC., a corporation, organized and existing under the laws of the State of Indiana, here-

inafter called the "CONTRACTOR", which contract is in the following words, to-wit:

CONTRACT

for

THE CONSTRUCTION OF THE

NORTHEAST OUTFALL SEWER AND APPURTENANCES

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, made the 27th day of March, 1939, by and between John Dehner, Inc. of Fort Wayne, Indiana, hereinafter called the "Contractor" and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the"Owner",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

Plan I.

The Contractor shall perform everything required to be performed, and to provide and furnish all the labor, materials, necessary tools, expendible equipment, all unility and transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Northeast Outfall Sewer and Appurtenances of the Sewers and Sewage Treatment Plant Project for the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents refered to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

Plan II.

The Contractor shall provide and furnish all the labor, tools, equipment, transportation services, bonds, and insurance required tofurnish and delivered to the site of the work, all materials necessary to perform and complete in a workmanlike manner all the work required for the construction of the Northeast Outfall Sewer and Appurtenances of the Sewers and Sewage Treatment Plant Project for the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

60AHd

ARTICLE II CONTRACT PRICE

The Owner shall pay the Contractor, under Plan I, for the performance of each of the respective items of work complete in place and/or under Plan II for the furnishing of each of the respective items of materials delivered to the site of the work, the accepted unit price submitted under the respective plans by the Contractor pursuant to the published Notice Inviting Sealed Bids for the construction of the Northeast Outfall Sewer and Appurtenances and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 1st and 8th days of March, 1939, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the eztended cost items for comparison with other proposals for said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III · NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the state of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. General Specifications
4. Workmanship and Materials
5. Construction Drawings and Descriptions submitted by the Contractor and approved by the Engineer

6. Contractor's Proposal

7. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have been first approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V STATUS OF PLAN I AND PLAN II

The Owner will proceed making the installation under Plan II using relief labor for installation; however, in case of a shortage of labor or suspension of work under Plan II for other reasons and which would appear to the best interest of the Owner to prosecute the work under Plan I, it is hereby mutually understood and agreed, that the Contractor will, within fifteen (15) days following a notice from the Owner that he is to proceed under Plan I, begin work at once and complete any and all remaining work at the accepted bid price set out in his proposal under Plan I.

ARTICLE VI UNIT PRICES

It is hereby mutually understood and agreed that the Contractor will be paid for the actual work completed under Plan I and/or actual materials delivered to site of work under Plan II, the following unit proces to-wit:

Under Plan I

Item No.	Description and Approximate Quanity	Item Extension
1	For furnishing and installing complete, in place, one thousand eight hundred six and thirty-nine hundredths (1806.39) lineal feet of EIGHT (8)FEET BY SIX (6) FEET SIX (6) INCHES MONOLITHIC CONCRETE BOX CULVERT, at the following unit price per lineal foot Nineteen dollars andeighty-eight cents ($ 19.88)	($35,911.03)
1-A	For furnishing and installing complete, in place, elven and sixty-one hundredths (11.61) lineal feet of EIGHT (8) FEET BY SIX (6) FEET SIX (6) INCHES MONOLITHIC CONCRETE BOX CULVERT, at the following unit price per lineal feet Twenty Dollars and Ninety cents ($ 20.90)	($ 242.64)
2	For furnishing and installing complete, in	

60AHd

place, seventy-eight and forty-four hundredths (78.44) lineal feet of EIGHT (8) FEET BY SIX (6) FEET SIX (6) INCHES MONOLITHIC CONCRETE BOX CULVERT ON CURVE at the following unit price per lineal foot_____
Nineteen Dollars and eighty-eight cents
_____($ 19.88) ($ 1,559.38)

3 For furnishing and installing complete, in place, REINFORCED CONCRETE MANHOLE AT STATION 4+ 00, at the following lump sum price ___
Seventy-five dollars $ 75.00) ($ 75.00)

4 For furnishing and installing complete, in place, REINFORCED CONCRETE MANHOLE AT STATION 9 + 00, at the following lump sum price____
Seventy-two dollars $ 72.00) ($ 72.00)

5 For furnishing and installing complete, in place, REINFORCED CONCRETE MANHOLE AT STATION 15 + 00, at the following lump sum price____
Seventy-two dollars ($ 72.00) ($ 72.00)

6 For furnishing and installing complete, in place, REINFORCED CONCRETE FLOOD GATE CHAMBER AT STATION 0 + 00, at the following lump sum price Sixteen hundred ninety dollars
_____($ 1,690.00) ($ 1,690.00)

TOTAL OF ITEM EXTENSIONS, PLAN I_____ ($39,622.05)

UNDER PLAN II

1 For furnishing and delivering to site of work one thousand nine hundred (1,900) cubic yards of CLASS "A" CONCRETE, at the following unit price per cubic yard Eight dollars and thirty cents ($ 8.30) ($15,770.00)

2 For furnishing and delivering to site of work one hundred fifty thousand (150,000) pounds of REINFORCED STEEL, at the following unit price per pound Three and one tenth cents ($ .031) ($ 4,650.00)

3 For furnishing and delivering to site of work one (1) SEVENTY-TWO (72) INCH CIRCULAR FLOOD GATE, at the following unit price each Eight hundred fifty dollars
_____($ 850.00) ($ 850.00)

4 For furnishing and delivering to site of work two (2) FIFTEEN (15) INCH CIRCULAR

FLOOD GATES at the following unit price each

Fifty dollars ($ 50.00) ($ 100.00)

5 For furnishing and delivering to site of work three (3) CAST IRON WATERTIGHT FRAME AND COVERS, at the following unit price each

Forty Dollars ($ 40.00) ($ 120.00)

6 For furnishing and delivering to site of work one (1) SPECIAL ELEVEN (11) FEET SIX (6) INCHES BY TWO (2) FEET SEVEN (7) INCHES FRAME AND COVER, for the following unit price each One hundred eight dollars ($ 108.00) ($ 108.00)

7 For furnishing and delivering to site of work forty (40) CAST IRON MANHOLES STEPS, at the following unit price each

Fifty Cents ($ .50) ($ 20.00)

8 For furnishing and delivering to site of work fifteen thousand (15,000) board feet of NO. 2 YELLOW PINE FORM LUMBER, at the following unit price per thousand board feet

Fifty dollars ($ 50.00) ($ 750.00)

9 For furnishing and delivering to site of work two thousand two hundred (2,200) pounds of NO. 11 BLACK ANNEALED WIRE, at the following unit price per pound

Six Cents ($ .06) ($ 132.00)

10 For furnishing and delivering to site of work one thousand five hundred (1,500) pounds of NO. 16 BLACK ANNEALED WIRE, at the following unit price per pound Four and eight tenth cents ($ .048) ($ 72.00)

11 For furnishing and delivering to site of work eighty (80) gallons of PARAFFIN OIL, at the following unit price per gallon

Fifty Cents ($ .50) ($ 40.00)

12 For furnishing and delivering to site of work seven (7) tons of COKE, at the following unit price per ton

Seven Dollars ($ 7.00) ($ 49.00)

13 For furnishing and delivering to site of work one hundred (100) pieces of ONE-HALF (1/2) INCH I.D. BY NINE (9) INCHES LONG

60AHd

BLACK PIPE, at the following unit price each Ten Cents ($,10) ($ 10.00)

14 For furnishing and delivering to site of work three hundred (300) pounds of EIGHT (8) D COMMON NAILS, at the following unit price per pound Four Cents ($ .04) ($ 12.00)

15 For furnishing and delivering to site of work three hundred (300) pounds of SIXTEEN (16) D COMMON NAILS, at the following unit price per pound Four Cents ($ .04) ($ 12.00)

16 For furnishing and delivering to site of work one thousand eight hundred (1,800) lineal feet of SIX (6) INCH FORM DRAIN TILE, at the following unit price per lineal foot Six Cents ($ .06) ($ 108.00)

17 For furnishing and delivering to site of work twenty-five (25) barrels of STANDARD PORTLAND CEMENT, at the following unit price per barrel Three Dollars ($ 3.00) ($ 75.00)

18 For furnishing and delivering to site of work twenty (20) cubic yards of WASHED SAND, at the following unit price per cubic yard Two dollars and twenty-five cents ($ 2.25) ($ 45.00)

TOTAL OF ITEM EXTENSIONS, PLAN II ($22,923.00)

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor, John Dehner, Inc., Fort Wayne, Indiana by and through (_____) John Dehner, Sec.-Treas. have hereunto respectively set their names in triplicate, the day and year first written above.

JOHN DEHNER, INC.
Contractor

(SEAL)

Attest:

By JOHN DEHNER

EDWARD G. BOEDEKER

Sec Treas
Title

Pres.
Title

CITY OF FORT WAYNE, INDIANA

By and through its

Attest:

CHAS. F. HESS
Secretary of Board of Public Works

(SEAL)

BOARD OF PUBLIC WORKS

ROBERT G. BEAMS

David Lewis

J. H. JOHNSON

Approved by the Mayor of the City of Fort Wayne, this 27th day of March, 1939.

LOUIS F. CROSBY
Acting Mayor

Approved as to form and legality

By WALTER E. HELMKE
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned HOHN DEHNER INC of FT. WAYNE, IND as principal, and STANDARD ACCIDENT INSURANCE CO. of DETROIT, MICH as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Twenty-two thousand, nine hundred twenty-three Dollars ($22,923.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 27th day of March, 1939

The condition of this obligation is such that whereas the above named principal did, on the 27th day of March, 1939, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to provide and furnish all the labor, tools equipment, transportation services, bonds, and insurance required to furnish and deliver to the site of the work, all materials necessary to perform and complete in a workmanlike manner all the work required for the construction of the Northeast Outfall Sewer and Appurtenances of the Sewers and Sewage Treatment Plant Project for the City of Fort, Indiana for the sum of Twenty-two thousand, nine hundred twenty three Dollars ($22,923.00) and to reimburse or furnish for replacement any defective or unsuitable materials, at the expense of said principal which may be apparent or may develop within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit

61969

of Subcontractors, laborers, materialmen, and those performing service on account of or directly in accordance with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 27th day of March, 1939, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

JOHN DEHNER, INC
Principal

SEAL

By JOHN DEHNER, SEC, TREAS
Authorized Agent

STANDARD ACCIDENT INS. CO. of DETROIT
Surety

SEAL

By E. M. CURRY
Attorney in Fact

YASTE & ZENT
BY C. H. YASTE
(Authorized Agents)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came John Dehner for John Dehner, Inc., as Principal, and E. M. Curry, of the Std. Accident Ins. Co., Attorney in Fact, for said company, as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 27th day of March, 1939.

W. G. Doerffler
Notary Public

SEAL

My commission expires 23 day of Nov., 1942

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract heretofore entered into on the 27th day of March, 1939, as fully set out above, be and the same is hereby ratified and adopted.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

JOHN HOELLE

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of April, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 1960.

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for Approval on the 13th day of April, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 13th day of April, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1961

An Ordinance supplementing General Ordinance No. 1436, the same being " An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of courts, yards, and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specific uses; to establish building lines; and for such purposes to divide the city into districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the Court. This Ordinance and ordinance supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section 1. That the symbols and indications of Section 2 of the map which is a part of Genera Ordinance No. 1436, be and they are hereby changed and amended from those of a "D" District to those of a "B" District on the following described real estate, to-wit: Lots Numbered 694,&695, Plat C, Lakeside Park Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That this Ordinace shall ve supplemental and amendatory

60AHA

to Ordinance No. 1436 known as the Zoning Ordinance of the City of Fort Wayne, Indiana, passed November 13, 1928. All provisions, requirements, restrictions, and prnalties of said Ordinance No. 1436 shall be a part of this Ordinace and this Ordinance shall be a part of Ordinace No. 1436.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

ARNO C. SPIEGEL

The ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---8---nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of April, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as

GENERAL ORDINANCE NO. 1961

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 27th day of April, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 5th day of May, 1939

H. W. BALLS
Mayor

G E N E R A L O R D I N A N C E
NO 1 9 6 2

AN ORDINANCE ratifying and approving a contract entered into on the 27th day of March, 1939, by and between COMMERCIAL IMPROVEMENT COMPANY, a corporation, organized and existing under the laws of the State of Indiana, and HOWELL C. ROCKHILL and VALLETTE R. ROCKHILL, husband and wife, hereinafter referred to as the "Sellers" and the CITY OF FORT WAYNE, by and through its BOARD OF PARK COMMISSIONERS, hereinafter referred to as the "Purchaser".

WHEREAS, heretofore on the 27th day of March, 1939, the COMMERCIAL IMPROVEMENT COMPANY, a corporation, organized and existing under the laws of the State of Indiana, and HOWELL C. ROCKHILL and VALLETTE R. ROCKHILL, husband and wife, hereinafter called the "Sellers" entered into a contract with the CITY OF FORT WAYNE, by and through its BOARD OF PARK COMMISSIONERS, hereinafter referred to as the "Purchaser", which contract is in the follow-words, to-wit:

"A G R E E M E N T

This Agreement, Made and entered into this 27th day of March, 1939, by and between the Commercial Improvement Company, a corporation, organized and existing under the laws of the State of Indiana, and Howell C. Rockhill and Vallette R. Rockhill, husband and wife, hereinafter referred to as the

"Sellers" and the City of Fort Wayne, by and through its Board of Park Commissioners, hereinafter referred to as the "Purchaser",

Witnesseth:

The Sellers hereby agree to sell and convey to the Purchaser the following described real estate, located in Allen County, Indiana, to-wit:

All that part of the East half of Section Nine (9), Township Thirty (30) North, Range Twelve (12) East, lying north of the Pennsylvania Railroad, and east of a tract heretofore sold to the City of Fort Wayne, by deed dated July 11th, 1934, excepting therefrom, all lots in Wichman's Addition to the City of Fort Wayne, and also excepting therefrom, a tract of land conveyed by Commercial Improvement Company to Indiana Industrial Land Company, by deed dated February 15th, 1928, and r corded in Deed Record 313 at page 587, and also excepting two tracts of land conveyed by Commercial Improvement Company to the City of Fort Wayne, one by deed dated July 11th, 1934, recorded in Deed Record 343 at page 42, and the other by deed dated September 6th, 1934 recorded in Deed Record 343 at page 423 of the records of Allen County, Indiana, and excepting also all highways and streets.

The Purchaser agrees to pay to the Sellers the sum of Five Thousand ($5,000.00) Dollars for said aforementioned described real estate, said payments to be made in the following manner, to-wit:

The sum of One Thousand ($1,000.00) Dollars to be paid as soon as the abstract is brought down to date showing that all liens and encumbrances against the above described real estate have been paid in full and a merchantable abstract of title is delivered to the Purchaser.

The sum of One Thousand ($1,000.00) Dollars to be paid on the 15th day of January, 1940;

The sum of One Thousand ($1,000.00) Dollars to be paid on the 15th day of January, 1941;

The sum of One Thousand ($1,000.00) Dollars to be paid on the 15th day of January, 1942;

The sum of One Thousand ($1,000.00) Dollars to be paid on the 15th day of January, 1943.

It is understood and agreed between the Sellers and the Purchaser that the Sellers will execute and deliver a warranty deed upon the execution of the within contract.

It is understood and agreed between the Sellers and the Purchaser that the above deferred payments shall bear interest at the rate of Three and one-half (3½) percent per annum from January 1st, 1939. The Purchaser assumes and agrees to pay the 1939 taxes, due and payable in 1940.

This contract, although executed on behalf of the City by the Board of Park Commissioners, shall not be binding or obligatory upon the City, the Purchaser herein, unless and until it shall have been approved by the Common Council of said City, and should the Common Council of said City fail to approve the same, within sixty (60) days after date hereof, this contract shall become and be wholly void.

60AHd

It is understood and agreed between the Sellers and the Purchaser that the Sellers may assign the within contract provided that the Purchaser is notified in writing of said assignment.

It is specifically understood and agreed that at the time of the of the execution of the within contract all current and delinquent taxes, except the 1939 taxes, due and payable in 1940, and any and all encumbrances of every kind, character and description are to be paid and released by the Sellers herein.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

COMMERCIAL IMPROVEMENT COMPANY

BY:_____President

BY: H. C. ROCKHILL Secretary

HOWELL C. ROCKHILL

VALLETTE R. ROCKHILL

Howell C. Rockhill and Valette R. Rockhill, husband and wife,

CITY OF FORT WAYNE

BOARD OF PARK COMMISSIONERS

BYRON E. HATTERSLEY

JOSEPH P. DOODY

A. W. KETTLER

A. W. KETTLER

Approved as to form and legality

WALTER E. HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 27th day of March, 1939, as fully set out above, be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES E. MOELLERING

HARRY M. MCMILLEN

The ordinance was read the third time in full and on motion was now passed by the following vote: (ayes-----5-----nays-----4---)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of May, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1 9 6 2

LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 12th day of May, 1939.

LEONARH H. ELLENWOOD, City Clerk

Approved this 12th day of May, 1939.

H. W. BAALS, Mayor

G E N E R A L O R D I N A N C E
N O. 1 9 6 3

AN ORDINANCE ratifying and approving a contract entered into on the 28th da of April, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER" and Gargaro Company, Inc., hereinafter called the "CONTRACTOR".

WHERAS, heretofore on the 28th day of April, 1939, the Cityof Fort Wayne, Indiana, by and through its Board of Public Works, hreeinafter called the "OWNER", entered into a contract with the Gargaro Company, Inc., hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT

for the

WAYNE STREET SECTION

of the

MAIN INTERCEPTING SEWER

DIVISON "A" CONTRACT NO. 4

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 28th day of April, 1939, by and between Gargaro Company, Inc., 40 East Seven Mile Rodd, Detroit, Michigan, Hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Wayne Street Section of the Main Intercepting Sewer identified in these contractual documents as Division "A" Contract No. 4 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any and all addenda, prpared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everthing required by this contract and the other documents constituting a part thereof.

ARTICLE II THE CONTRACT PRICE

60AHd

The owner shall pay the Contractor for the performanne of each of the respective items of work complete in place, the accepted unit price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 30& 6 days of Mar. & Apr. respectively 1939, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quanitites and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby b, reference made as much a part of this contract asif repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor , Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimida ted in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within three hundred fifty (350) consecutive calendar days after and including the date stated in the Notice to Proceed and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain lossess and additional costs by reason of loss of revenues, interest, and expense of inspection and adminisatration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due

the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials
   Detail Specifications
   Addendum Numbers 1, ___, ___, ___, ___,
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees toindemnify and save the City of Fort Wayne harmless against all suits and actions of every name and descriotion brought against the City of Fort Wayne for, or an account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by the said Contractor, his servants, agents or employees, subcontractors or their employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shallobe considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

60AHg

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and installing complete, in place, seven thousand seven hundred sixty (7,760) lineal feet of Sixty-Six (66) INCH SEMIELLIPTICAL TUNNEL SECTION SEWER IN TUNNEL, at the following unit price per lineal foot Thirty-six Dollars Seventy-five Cents ($36.75)	($285,180.00)
2	For furnishing and installing complete, in place, nene thousand three hundred and eight (9,308) lineal feet of EIGHTY-FOUR (84) INCH SEMIELLIPTICAL TUNNEL SECTION SEWER IN TUNNEL, at the following unit price per lineal foot Fifty-Six Dollars No cents ($56.00)	($521,248.00)
3	For furnishing and installing complete, in place, twenty-three (23) STANDARD MANHOLES ON SIXTY-SIX (66) AND EIGHTY-FOUR (84) INCH TUNNEL SECTION SEWERS, MAXIMUM HEIGHT FIFTEEN (15) FEET, at the following unit price each One Hundred Fifteen Dollars No Cents ($115.00)	($ 2,645.00)
4	For furnishing and installing complete, in place, six hundred sixty-seven (667) lineal feet of ADDITIONAL HEIGHT OF MANHOLE ON SIXTY-SIX (66) AND EIGHTY-FOUR (84) INCH TUNNEL SECTION SEWERS, at the following unit price per lineal foot Twelve Dollars No Cents ($12.00)	($ 8,004.00)
5	For furnishing and installing complete, in place, five hundred fifty-six (556) lineal feet of TWENTY-FOUR (24) INCH PIPE TUNNEL SEWER, at the following unit price per lineal foot Fifteen Dollars No Cents ($15.00)	($ 8,340.00)

Item No.	Description and Approximate Quantity	Item Extension
6	For furnishing and installing complete, in place, ONE (1)SPECIAL MANHOLE AT END OF HOWARD STREET TUNNEL SEWER, at the following lump sum price Eight Hundred Dollars No Cents ($ 800.00)	($ 800.00)
7	For furnishing and installing complete, in place, two hundred six (206) lineal feet of TWELVE(12) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot Three Dollars and No Cents ($3.00)	($ 618.00)
8	For furnishing and installing complete, in place, two hundred sixty-four (264) lineal feet of FIFTEEN (15) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot Two Dollars and Eighty Cents ($2.80)	($ 739.20)
9	For furnishing and installing complete, in place, three hundred thirty (330) lineal feet of EIGHTEEN (18) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Four Dollars and Sixty Cents ($4.60)	($ 1,518.00)
10	For furnishing and installing complete, in place, FOUR (4) SIX (6) INCH VITRIFIED TILE PIPE HOUSE CONNECTIONS, at the following unit price each Eight Dollars and Seventy-five Cents ($8.75)	($ 35.00)

6046d

Item No.	Description and approximate quantity	Item Extension
11	For furnishing and installing complete, in place, FOUR (4) STANDARD MAN HOLES FOR TWELVE (12) TO THIRTY (30) INCH PIPE SEWERS, MAXIMUM HEIGHT SIX (6) FEET, at the following unit price each Fifty-five Dollars No Cents ($55.00)	($ 220.00)
12	For furnishing and installing complete, in place, thirty-two (32) lineal feet of ADDITIONAL HEIGHT OF STANDARD MAN-HOLES ON TWELVE (12)TO THIRTY (30) INCH PIPE SEWERW, at the following unit price per lineal foot Seven Dollars and Fifty Centy ($7.50)	($ 240.00)
13	For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES AT NELSON AND WAYNE STREETS, at the following lump sum price Ten Thousand Five Hundred Dollars ($10,500.00)	($ 10,500.00)
14	For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES AT FAIRFIELD AVENUE AND WAYNE STREET, at the following lump sum price Five Thousand Dollars No Cents ($ 5,000.00)	($ 5,000.00)
15	For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES AT HANNA AND WAYNE STREETS, at the following lump sum price Fifty-Six Hundred Dollars No Cents ($ 5,600.00)	($ 5,600.00)
16	For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES AT ANTHONY BOULEVARD AND WAYNE STREET, at the following lump sum price Five Thousand Dollars No Cents ($ 5,000.00)	($ 5,000.00)

Item No.	Description and approximate quantity	Item extension
17	For furnishing and installing complete, in place, REGULATOR AND APPURTENANCES AT GLASGOW AND WAYNE STREETS, at the following lump sum price Five Thousand Dollars No Cents ($ 5,000.00)	($ 5,000.00)
18	For furnishing and installing complete, in place, JUNCTION CHAMBER AT CLINTON AND WAYNE STREETS, at the following lump sum price Twenty-two Hundred Dollars No Cents ($2,200.00)	($ 2,200.00)
19	For cutting and replacing two hundred eighty-six (286) square yards of SHEET ASPHALT PAVEMENT, at the following unit price per square yard Five Dollars No Cents ($ 5.00)	($ 1,430.00)
20	For cutting and replacing forty-five (45) square yards of CONCRETE ASPHALT PAVEMENT, at the following unit price per square yard Two Dollars Fifty Cents ($2.50)	($ 112.50)
21	For cutting and replacing seven (7) square yards of BRICK PAVEMENT, at the following unit price per square yard Four Dollars No Cents ($4.00)	($ 28.00)
22	For Cutting and replacing sixty-five (65) square yards of GRAVEL PAVEMENT, at the following unit price per square yard One Dollar No Cents ($1.00)	($ 65.00)
23	For furnishing and installing complete, in place, six hundred seventy-two (672) lineal feet of ALIGNMENT SHAFT, at the following unit price per lineal foot Three Dollars No Cents ($3.00)	($ 2,016.00)
	Semi Elliptical	($866,538.70)
	Total of Item Extensions	($)

60AHd

It is understood and agreed that the foregoing unit prices will apply in event of additions to or deductions from the estimated quantity of the work as set out in the specifications or accompanying documents. It is understood and agreed by the undersigned that the City of Fort Wayne, Indiana, reserves the unrestricted privilege of increasing or decreasing the number of items of work set out.

2. Supplementary Schedule of Unit Prices for Fixing Cost Basis for Changes. The following unit prices will apply in the event additions to or deductions from the work required in the base bid are ordered:

	Type of Work	Unit	Unit Price
No. 1	Concrete Sidewalk Replacement	Per square foot	
	No Dollars Twenty five Cents	Dollars	$0.25
No. 2	Class "A" Concrete in Place (Not including forms)	per cubic yard	
	Twenty Dollars No Cents	Dollars	$20.00
No. 3	Bar Reinforcing Steel (in Place)	pound	
	No Dollars Six Cents	Dollars	$0.06
No. 4	Concrete form work	square foot	
	No Dollars Thirty-Five Cents	Dollars	$0.35
No. 5	Structural Steel (in place) Bid price rejected ny City, considered excessive	per pound	
	Not accepted	Dollars	$ Not accepted
No, 6	Excavation Bid price rejected by City, considered excessive	per cubic yard	
	Not accepted	Dollars	$ Not accepted
No. 7	Tamping Earth fill in place in 6 inch layers	per cubic foot	
	No Dollars Five Cents	Dollars	$ 0.05
No. 8	Rock Excavation	per cubic yard	
	Not accepted	Dollars	$ Not accepted
No. 9	Curb Replacement (6" x 16")	per lineal foot	
	Not accepted	Dollars	$ Not accepted
No. 10	6 Inch Vitrified Pipe in place (Not including excavation)	per lineal foot	
	One Dollar	Dollars	$ 1.00

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor Gargaro Company, Inc., 40 East Seven Mile Road, Detroit, Michigan_____ by and through_____ have hereunto respectively set their names in triplicate, the day and year first written above.

Gargaro Co., Inc.
CONTRACTOR

(SEAL)

Attest:

By Don Gargaro

Kent C. McIntyre — President
Title

Title

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS

Attest:

Chas. F. Hess
Secretary of Board of Public Works

Robert G. Beams

(SEAL)

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 28th day of April, 1939.

HARRY W. BAALS

Approved as to form and legality

By Walter E. Helmke
City Attorney

P. W. A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Gargaro Company, Inc. of 40 East Seven Mile Road, Detroit, Michigan as principal, and American Surety Company of New York and New York Casualty Company both of 100 Broadway, New York, New York as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of eight hundred sixty-six thousand, five hundred thirty-eight dollars and seventy cents Dollars ($ 866,538.70) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 28th day of April, 19 39.

The condition of this obligation is such that whereas the above named principal did, on the 28th day of April, 19 39, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Wayne Street Section of the Main Intercepting Sewer for the sum of eight hundred sixty-six thousand, five hundred thirty-eight dollars and seventy cents Dollars ($ 866,538.70) and to remove and replace any defective or unsuitable materials,

60AHd

equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein:

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, ferforming, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgment rendered against the City of Fort Wayne, as aforesaid, in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of said Contractor, or its agents, employees or workmen in the premises, and also that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensataion Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration snall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, entension of time, alteration or addition to the to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 28th day of April ,19 39 affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

Gargaro Co. Inc.

Principal

SEAL

By Don Gargaro
Authorized Agent

By Thos. W. King
Surety Resident Vice-Pres.

SEAL

By India Miller
Resident Asst. Secy.

Frank H. Krause

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

NEW YORK CASUALTY COMPANY

By Thos. W. King (Resident Vice-Pres.)

Attest By India Miller
Resident Asst. Secy.

Before me, a Notary Public in and for said State, came Gargaro Company, Inc., as Principal and _____ with both of whom I am personally acquainted, and acknowledged that he subscribed his signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 28th day of April, 19 39.

R. O. Windhorst
Notary Public

My commission expires 10th day of February, 19 42.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 28th day of April, 1939, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes-----9-------nays------none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of May, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1 9 6 3

ARNO C. SPIEGEL
President.

LEONARD H. ELLENWOOD
CITY CLERK.

Presented to the Mayor for approval on the 25th day of May 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 25th day of May 1939.

H. W. BAALS
Mayor

6041d

G E N E R A L O R D I N A N C E
N O. 1 9 6 4

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "Owner", and the Chain Belt Company, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of May, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with the Chain Belt Company, hereinafter called the "Contractor", which contract is in the following words and figures to-wit:

CONTRACT

for

EQUIPMENT

DIVISION "B" CONTRACT NO. 5

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1091-F

THIS CONTRACT, made the 5th day of May, 19 39, by and between The Chain-Belt Company, Milwaukee, Wisconsin hereinafter called the "Contractor" and the City of Fort Wayne, Allen County, Indiana, hereinafter called the "Owner" of "City",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the workrequired for furnishing complete, F. O. B. Fort Wayne, Indiana, three (3) straight line cleaning mechanisms as s specified and described, for the primary settling tank, including driving mechanism, supervision of installation and testing, identified as Division "B" Contract No. 5 in connection with the construstion of the sewers and sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifie cations are made a part of this contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned wich are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

Base proposal:

Seventy (70) per cent of the contract price will be due and payable when the equopment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana.

An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price will be due and payable when the eequipment has been properly installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days after and including the date stated in the Notice to Proceed, and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determing, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatin, or if not attached, as if hereto attached.

1. General Conditions, Section 1
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including Addenda Numbers 1, 2, 3, 4, and 5
6. Construction drawings, and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component parts first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

60AHD

MECHANICAL CLEANING MECHANISMS

for

PRIMARY SETTLING TANKS

DIVISION "B" CONTRACT NO. 5

For furnishing complete f.o.b. Fort Wayne, Indiana, three (3) straight line cleaning mechanisms, as specified and described for the primary settling tanks, including driving mechanism, supervision of installation, and testing but not including electrical controls, the lump sum price for the three (3) mechanisms Sixteen Thousand, eight hundred and seventy Dollars ($16,870.00)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written

Chain Belt Company
CONTRACTOR

(SEAL)

Attest:

_____

By R. T. Steindorf

_____
Title

Attn'y in Fact
Title

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS

(SEAL)

Attest:

Robert G. Beams

Charles F. Hess
Secretary of Board of Public Works

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 5th day of May, 19 39.

HARRY W. BAALS

Approved as to form and legality

By Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P. W. A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned The Chain-Belt Company of Milwaukee, Wisconsin as principal and Continental Casualty Company of Hammond, Indiana as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Sixteen Thousand Eight Hundred Seventy and00/100 Dollars ($16,870.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 5th day of May, 1939.

The condition of this obligation is such that whereas the above named principal did, on the 5th day of May, 1939, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to furnish complete f.o.b. Fort Wayne, Indiana, three (3) straight line cleaning mechanisms as specified and described, for the primary settling tank, including driving mechanism, supervision of installation and testings, identified as Division "B" Contract No. 5 of the Fort Wayne Sewers and Sewage Treatment Plant Project, P. W. A. Docket 1081-F for the sum of Sixteen Thousand Eight Hundred Seventy and 00/100 Dollars ($16,870.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Sub-contractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Said surety for value received hereby stipulated and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change modification, omissio , or addition in and to the terms or conditions of said

60AHD

contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 19 39. affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

Chain-Belt Co.
Principal

SEAL

By R. T. Steindorf-Attn'y in Fact
Authorized Agent

Continental Casualty Company
Surety

SEAL

By D. E. McFadden
Attorney in Fact

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came Chain Belt Co., as Principal, and D. E. McFadden, of the Continental Casualty Co. Attorney in Fact, for said Continental Casualty Co., as surety, with both of whom I am personally acquainted, and acknowledged that they subscrubed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of May, 19 39.

Helen Sheets
Notary Public

SEAL

My commission expires 11th day of February, 19 41.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 5th day of May, 1939, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

John Hoelle

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---------9----------nays---------none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne,

Indiana, at a regular meeting, held on the 23rd day of May 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as .GENERAL ORDINANCE NO. 1 9 6 4

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25th day of May 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 25th day of May 1939.

H. W. BAALS
Mayor

G E N E R A L O R D I N A N C E

N O 1 9 6 5

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and the Hardinge Company., hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of May, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with the Hardinge Company, hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT

for

EQUIPMENT

DIVISION "B" CONTRACT NO. 6

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 5th day of May, 19 39, by and between The Hardinge Company, Chicago, Illinois, hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, hereinafter called the "Owner" of "City",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

COPIED

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for furnishing complete, f.o.b. Fort Wayne, Indiana, three (3) rotary cleaning mechanisms for the three (3) circular settling tanks, including driving mechanisms, supervision of installation, and testing, identified a Division "B" Contract No. 6 in connection with the construction of the sewers and sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

Base Proposal:

Seventy (70) per cent of the contract price will be due and payable when the equipment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana.

An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price will be due and payable when the equipment has been properly installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days after and including the date stated in the Notice to Proceed, and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE IV COMPANENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, of if not attached, as if hereto attached.

1. General Conditions, Section I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including Addenda Numbers 1, 2, 3, 4, and 5
6. Construction drawings, and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts the provision in the component parts first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

To each of the conditions and stipulations of this contract, tne undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V ACCEPTED PRICES

MECHANICAL CLEANING MECHANISMS

for

SECONDARY SETTLING TANKS

DIVISION "B" CONTRACT NO. 6

For furnishing complete f.o.b. Fort Wayne, Indiana, three (3) rotary cleaning mechanisms for the three (3) circular secondary settling tanks, including driving mechanisms, supervision of installation, and testing, (but not including electrical controls0. The lump sum price for both mechanisms Fifteen Thousand Five Hundred and Twenty Dollars ($15,520.00)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written

Hardinge Company, Inc.
CONTRACTOR

(SEAL)

F. E. Finch

Attest:

BY Vice President

_____

_____
Title

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS

(SEAL)

Attest:

Robert G. Beams

Chas. F. Hess
Secretary of Board of Public Works

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 5th day of May, 19 39.

Harry W. Baals

Approved as to form and legality

By Walter E. Helmke
City Attorney

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P. W. A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned The Hardinge Company of Chicago, Illinois as principal, and Massachusetts Bonding and Insurance Company of Boston, Massachusetts as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Fifteen Thousand Five Hundred Twenty and00/100 Dollars ($15,520.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 5th day of May, 19 39.

The condition of this obligation is such that whereas the above named principal did, on the 5th day of May, 19 39 enter into a contract with the City of Fort Wayne, Indianaby the terms of which said principal agreed to furnish complete, f.o.b. Fort Wayne, Indiana, three (3) rotary cleaning mechanisms for the three (3) circularsecondary settling tanks, including driving mechanisms, supervision of installation and testing, identified as Division "B" Contract No. 6 of the Fort Wayne Sewers and Sewage Treatment Plant Project, P. W. A. DocketIndiana 1081-F for the sum of Fifteen Thousand Five Hundred Twenty and 00/100 Dollars ($15,520.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now if said principal shall well and faithfully do and perform the things agreed by them to be done and ferformed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Sub-

contractors, laborers, materialmen, and those performing service on account of or directly inconnection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same snall remain in full force and effect; and

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise a fect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 19 39, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

Hardinge Company, Inc.
Principal

SEAL

by F. E. Finch, Vice Pres.
Authorized Agent

Massachusetts Bonding and Insurance Co.
Surety

SEAL

By Dallas F. Waterfield
Attorney in Fact

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State came Hardinge Company, Inc., as Principal and Dallas F. Waterfield of the Massachusetts Bonding and Insurance Co., Attorney in Fact, for said Massachusetts Bonding and Insurance Co., as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of May, 19 39.

Helen Sheets
Notary Public

SEAL

My commission expires 11th day of February, 19 41.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

60410

Section 1. That the contract heretofore entered into on the 5th day of May, 1939, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (ayes-----9-----nays-----none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of May, 1939, by a majority vote of all members elect, did pass the ordingnce hereunto attached, and known as

GENERAL ORDINANCE NO. 1 9 6 5

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25th day of May 1939.

Leonard H. Ellenwood
City Clerk

Approved this 25th day of May 1939.

H. W. BAALS

GENERAL ORDINANCE NO. 1966

AN ORDINANCE ratifying and approving a contract entered into on the 15th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER" and the Chain Belt Company, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of May, 1939, the City of Fort Wa yne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with Chain Belt Company, hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT

for

EQUIPMENT

DIVISION "B" CONTRACT NO. 7

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 5th day of May, 1939, by and between The Chain Belt Company, Milwaukee, Wisconsin, hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, hereinafter called the "Owner" or "City", WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for furnishing complete, f.o.b. Fort Wayne, Indiana, the grit removal apparatus for two (2) grit chambers, and grit washing mechanisms, as specified complete with appurtenances and including supervision of erection and testing, identified as Division "B" Contract No. 7 in connection with the construction of the sewers and sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas. W. Cole, Engineer, acting in these contract documents referred to as the Engineer, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract;and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

Base proposal:

Seventy (70) per cent of the contract price will be due and payable when the equipment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana.

An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price will be due and payable when the equipment has been properly installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days after and including the date stated in the Notice ot Proceed, and it is expressly understood and agreed that Time Is The Essence of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest,

60AIP

and the expenses of inspection and administation, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, Section I
2. General Specifications
3. Notice to bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including
   Addenda Numbers 1, 2, 3, 4, and 5
6. Construction drawings, and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V ACCEPTED PRICES

GRIT REMOVING AND GRIT WASHING MECHANISMS

DIVISION "B" CONTRACT NO. 7

For furnishing complete f.o.b. Fort Wayne, Indiana, grit removal apparatus for two (2) grit chambers, and grit washing mechanisms, as specified, complete with appurtenances, including supervision of erection and testing. The lump sum price of Ten Thousand, eight hundred and eighty Dollars ($10,880.00)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written

Chain Belt Company
CONTRACTOR

(SEAL)

Attest:

By R. T. Steindorf

Attorney in fact
Title

Title

CITY OF FORT WAYNE, INDIANA

By and through its

(SEAL) BOARD OF PUBLIC WORKS

Attest:

Robert G. Beams

Chas.F. Hess
Secretary of Board of Public Works

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 5th day of May, 1939.

Harry W. Baals

Approved as to form and legality

By Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P.W.A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned The Chain Belt Company of Milwaukee, Wisconsin as principal, and Continental Casualty Company of Hammond, Indiana as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Ten Thousand Eight Hundred Eighty 00/100 Dollars ($ 10,880.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 5th day of May, 1939

The condition of this obligation is such that whereas the above named principal did, on the 5th day of May, 1939, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to furnish complete, f.o.b. Fort Wayne, Indiana, the grit removal apparatus for two (2) grit chambers, and grit washing mechanisms, as specified, complete with appurtenances and including supervision of erection and testing, identified as Division "B" Contract No. 7 of the Fort Wayne Sewers and Sewage Treatment Plant Project P.W.A. Docket Indiana 1081-F for the sum of Ten Thousand Eight Hundred Eighty and 00/100 Dollars ($ 10,880.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and

assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omossion, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, orany irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assemoly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 1939, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

Chain Belt Co.
Principal

SEAL

By R. T. Steindorf, Attorney in Fact
Authorized Agent

Continental Casualty Company
Surety

SEAL

by D. E. Mc Fadden
Attorney in Fact

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came Chain Belt Co., as Principal, and D. E. Mc Fadden, of the Continental Casualty Co., Attorney in Fact, for said Continental Casualty Co., as surety, with both of whom I am personally acquainted, and acknowledged that they suoscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of May, 1939.

Helen Sheets
Notary Public

SEAL

My commission expires 11th day of Feb. 1941.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That the contract heretofore entered into on the 5th day of May, 1939, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

PAUL C. WOLF

The ordinance was read the third time in full and on motion was now passed by the following vote: (ayes---9---nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 23rd. day of May, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attacned,and known as GENERAL ORDINANCE NO. 1966.

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25th day of May, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 25th day of May, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1967

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER" and the Jeffrey Manufacturing Company, herein after called the "CONTRACTOR".

WHEREAS, he etofore on the 5th day of May, 1939, the City of Fort Wayne Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with the Jeffrey Manufacturing Company, hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT

for

EQUIPMENT

DIVISION "B" CONTRACT NO. 8

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 5th day of May, 1939, by and between the Jeffrey Mfg. Company, Columbus, Ohio hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Inaiana, hereinafter called the "Owner"or "City", WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible

equipment, and all utility and transportation services required to perform and and complete in a workmanlike manner all the work required for furnishing complete f.o.b. Fort Wayne, Indiana the two (2) screening and grinding units, as specified including supervision of erection, identified as Division "B" Contract No. 8 in connection with the construction of the sewers and sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications are made a part of this contract, andin strict compliance with the Contractor's proposal and the other contract documents herein mentione which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions providedtherein, in current funds, the contract price computed as follows:

Base proposal

Seventy (70) per cent of the contract price will be due and payable when the equipment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana.

An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price willbe due and payable when the eq uipment has been properly installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days after and including the date stated in the Notice to Proceed, and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached as if hereto attached.

1. General Conditions, Section I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including
   Addenda Numbers 1, 2, 3, 4, and 5
6. Construction drawings, and descriptions submitted by
   the Contractor and approved by the Engineer
7. Contractors Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component parts firts enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

To each of the condition and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V ACCEPTED PRICES

SCREENING AND GRINDING EQUIPMENT

DIVISION "B" CONTRACT NO. 8

For furnishing complete, f.o.b. Fort Wayne, Indiana, the two (2) screening and gringing units as specified, including supervision of erection, at the following lump sum price for both units Six Thousand Two Hundred and Eighty Dollars ($ 6,280.00)

The manufacturer states that his bid is based on furnishing the following type of screenings grinder:

Make of Manufacture Jeffrey Mfg. Company Type S2

Horsepower of Motor 25 Make of Motor General Electric Westinghouse or equal

This type of grinder has been installed for the grinding of screenings from sewage at the following locations:

Name of Plant	Capacity Pounds Per Hour	Date Installed
3 Units Baltimore, Md.	3500	1931
11 Units New York City	1800	1936
2 Units Columbus, Ohio	3000	1936
2 Units Detroit, Mich.	10000	1938
2 Units Washington, D. C.	1800	1938

Over thirty others upon request.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written

The Jeffrey Mfg. Co.
CONTRACTOR

(SEAL)

Attest

By C. R. Heller

J. E. Farrar

Asst. Sec.
Title

Vice President
Title

CITY OF FORT WAYNE, INDIANA

By and through its

BOARD OF PUBLIC WORKS

(SEAL)

Attest:

Robert W. Beams

Chas F. Hess
Secretary of Board of Public Works

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 5th day of May, 1939.

Harry W. Baals

Approved as to form and legality

By Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P.W.A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned The Jeffrey Manufacturing Company. of Columbus, Ohio as the principal, and _____ of _____ as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Six Thousand Two Hundred Eighty and 00.100 Dollars ($ 6,280.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executor, administrators, successors, and assigns.

Dated This 5th day of May, 1939.

The condition of this obligation is such that whereas the above named principal did, on the 5th day fo May, 1939, enter into a contract withthe City of Fort Wayne, Indiana, by the terms of which said principal agreed to furnish complete, f.o.b. Fort Wayne, Indiana, the two (2) screening and grinding units,as specified, including supervision of erection, identified as Division "B" Contract No. 3 of the Fort Wayne Sewers and Sewage Treatment Plant Project, P.W.A. Docket Indiana 1081-F for the sum of Six Thousand Two Hundred Eighty and 00/100 Dollars ($ 6,280.00) and to remove and replace any defective or unsuitable materials, equipment or srtucture at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from thedate of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and it shall pay all alwful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account

of labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract of to the work to be performed thereunder or the specifiedtions accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May 1939. affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

SEAL

The Jeffrey Mfg. Co.
Principal

By C. R. Heller
Authorized Agent.
Vice Pres.

SEAL

United States Guarantee Compa
Surety

Paula Beyer
By Viola Mesing
Attorney in Fact

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came The Jeffrey Mfg. Co., as Principal, and Viola Mesing & Paula Beyer of the United States Guarantee Co., Attorney in Fact, for said United States Guarantee Co., as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of May, 1939

SEAL

Helen Sheets
Notary Public

My commission expires 11 day of Feb, 1941.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That the contract heretofore entered into on the 5th day of

60H13

May, 1939, as fully set out above, be and the same is hereby ratified and adopted.

Sec. 2. That this ordinance shall be in full force and effect, from and after its passage and approval by the Mayor.

HAROLD A. HART.

The Ordinance was read the third time in full and on motion was now passed by the following vote; (Ayes---9---nays---None)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of May 1939, by majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1967.

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD.
City Clerk.

Presented to the Mayor for approval on the 25 day of May 1939.

LEONARD H. ELLENWOOD
City Clerk.

Approved this 25 day of May 1939

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 1968

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and The Roots Connersville Blower Corporation, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of May, 1939, the City of Fort Wayne Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with the Roots Connersville Blower Corporation, hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit

CONTRACT

for

EQUIPMENT

DIVISION "B" CONTRACT NO. 9

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 5th day of May 1939, by and between The Roots Connersville Blower Corp., Connersville, Indiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, hereinafter called the "Owner" or "City",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE 1 SCOPE OF WORK.

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for furnishing complete, f.o.b. Fort Wayne, Indiana, one (1) gas engine driven blower, as specified, complete with appurtenances, including testing and supervision of installation, identified as Division "B" Contract No. 9 in connection with the construction of the sewers and sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas. W. Cole, Engineer, acting and in these contract documents referred to as the Engineer, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

Base proposal:

Seventy (70) per cent of the contract price will be due and payable when the equipment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana.

An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price will be due and payable when the equipment has been properly installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days after and including the date stated in the Notice to Proceed, and it is expressly understood and agreed

that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are fully a part of this contract, as if herein set out verbatim, or if not attached as if hereto attached.

1. General Conditions, Section I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including Addenda Numbers 1, 2, 3, 4, and 5
6. Construction drawings, and descriptions submitted by the Contractor and approved by the Engineer.
7. Contractor's Proposal
8. This Contract.

In the every that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the Component parts first enumerated above shall govern over any component part which follows it numerically, except as may be otherwise specifically stated.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V ACCEPTED PRICES

GAS ENGINE DRIVEN BLOWER
DIVISION "B" CONTRACT NO. 9

For furnishing complete f.o.b. Fort Wayne, Indiana, one (1) gas engine driven blower as specified, complete with appurtenances, including testing and supervision of installation, the lump sum price of Forty Five Thousand One Hundred Dollars ($ 45,100.00)

For the bid above stated, the bidder guarantees to furnish a unit conforming to the specifications and the bidder hereby guarantees that the unit he proposes to furnish will conform to the following guarantees when installed and tested.

GAS ENGINE

Make of Manufacture Worthington Pump and Mchy. Corp.

Serial Designation CCG 7

Number of Cylinders 7

B.H.P. Seat Level Rating 465 at 450 rpm

Size of Cylinders 12 1/4" x 14 1/2" Stroke 14 1/2"

Compression - pounds per square inch 110

Number of Rings per Piston 6

Size of Crankshaft 7 1/2

Size of Main Bearings End Brgs. 7 1/2 x 7 7/8". Inter. Brgs. 7 1/2" x 6 1/8"

Type of Ignition High Tension Magneto make Scintilla

Type of Gevernor Woodward S.I. speed range 40% to 110%

Type of Oiling System Full Pressure

Capacity of Water Circulating Pump - gpm 187

Guaranteed fuel consumption when engine is operating on five hundred seventy-five (575) B.T.U. gas and driving blower delivering air at seven and three quarters (7 3/4) pounds pressure (guage) air to blower seventy (70) degrees F., barometer twenty-nine and four tenths (29.4) inches.

Condition	Cubic feet of free air compressed per minute to 7 3/4 pound gauge	B.T.U.s consumed per Hour operation using 575 B.T.U. gas (expressed in thousands to two decimals)	Engine brake horsepower developed
A	5500	2237.00	233
B	8250	3206.00	334
C	11000	4128.00	430

BLOWER (Gas Engine Driven)

Make of Manufacture Roots-Connersville Blower Corp.

Maximum Speed of Blower 400 RPM

Size of Air Intake 22"

Size of Air Outlet 22"

Make and Size of Blower Silencer Burgess 22"

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written

ROOTS CONNERSVILLE BLOWER CORP.
Contractor

SEAL

Attest

By J. S. Tatman

C. W. Weist

President
Title

Asst. Secy.
Title

CITY OF FORT WAYNE, INDIANA

By and through the

BOARD OF PUBLIC WORKS

(SEAL)

Attest:

ROBERT G. BEAM

CHAS. F. HESS
Secretary of Board of Public Works.

DAVID LEWIS

J. H. JOHNSON.

Approved by the Mayor of the City of Fort Wayne, this 5th day of May 1939

HARRY W. BAALS

Approved as to form and legality

By Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P.W.A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned THE ROOTS-CONNERSVILLE BLOWER CORP. of CONNERSVILLE, INDIANA as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY of BALTIMORE, MARYLAND as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Forty-five Thousand One Hundred and 00/100 Dollars ($ 45,100.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs executors, administrators, successors, and assigns.

Dated this 5th day of May 1939.

The condition of this obligation is such that whereas the above named principal did, on the 5th Day of May 1939. enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to Furnish complete, f.o.b. Fort Wayne, Indiana, one (1) gas engine driven blower, as specified, complete with APPURTENANCES, INCLUDING TESTING AND SUPERVISION OF INSTALLATION, identified as Division "B" Contract No. 9 of the Fort Wayne Sewers and Sewage Treatment Plant Project, P.W.A. Docket Indiana 1081-F for the sum of forty-five thousand one hundred and 00/100 Dollars ($45,100.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the things agreed by him/them to be done and perform according to the terms of said contract, and shall pay all/it lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any personm firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of, or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Said surety for value received hereby stipulates and agrees that no change extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No.change, modification, omission or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein,

IN WITNESS WHEREOF, we have this 5th day of May 1939, affixed our signatures and corporate seals to three (3) executed original copees of this agreement.

ROOTS-CONNERSVILLE BLOWER CORPORATION
Principal

SEAL

C. W. WEIST
Assistant Secretary

By J. S. TATMAN
Authorized Agent.

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

SEAL

By LOUIS W. WITTE
Attorney in Fact.

Countersigned By
The A. E. Barrows Co.
Agent
A. C. Musler
Secretary

STATE OF INDIANA)
Fayette) SS:
COUNTY OF)

Before me, a Notary Public in and for said State, came J. S. TATMAN, PRESIDENT, as Principal, and _____, of the _____, Attorney in Fact, for said _____, as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of May, 1939

LOUISE L. STRASSER
Notary Public

SEAL

My commission expires 10th day of April, 1941

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That the contract heretofore entered into on the 5th day of May, 1939, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDW. H. FISHER

The Ordinance was read the third time in full and on motion was now passed by the following vote:(Yeas---9 Nays---None.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of May ,19 37, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1968

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25 day of May 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 25 day of May 1939

H. W BAALS
Mayor.

GENERAL ORDINANCE NO.1969

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER" and the Roots Connersville Blower Corporation, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of May, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER" entered into a contract with the Roots Connersville Blower Corporation, hereinafter called "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT

for

EQUIPMENT

DIVISION "B" CONTRACT NO. 10

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 5th day of May, 1939, by and between THE ROOTS CONNERSVILLE BLOWER CORP. CONNERSVILLE, INDIANA hereinafter called the "Contractor", and the City of Fort Wayne, Allen County Indiana, hereinafter called the "Owner" or "City",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contract shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for furnishing f.o.b. Fort Wayne Indiana, two (2) electric motor driven blowers, complete with appurtenances, including tests and supervision of installation, identified as Division "B" Contract No. 10.

in connection with the construction of the sewers and sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

Base proposal:

Seventy (70) percent of the contract price will be due and payable when the equipment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana.

An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price will be due and payable when the equipment has properly been installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days after and including the date stated in the Notice to Proceed, and it is expressly understood and agreed that the Time Is The Essence of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

6016

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached as if hereto attached.

1. General Conditions, Section I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including Addenda Numbers 1, 2, 3, 4, and 5
6. Construction drawings, and descriptions submitted by the Contractor and approved by the Engineer
7 Contractor's Proposal
8 This Contract

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component parts first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V ACCEPTED PRICES

ELECTRIC MOTOR DRIVEN BLOWERS

DIVISION "B" CONTRACT NO. 10

For furnishing f.o.b. Fort Wayne, Indiana, two (2) electric motor driven blowers, complete with appurtenances, including tests and supervision of installation at the following lump sum price for each unit

Twenty Thousand Seven Hundred Dollars ($ 20,700.00)

For the bid price above stated, the bidder guarantees to furnish units conforming to the specifications, and the bidder hereby guarantees that the unit he proposes to furnish will conform to the following guarantees when installed and tested.

BLOWER (Electric Driven)

Make of Manufacture ROOTS-CONNERSVILLE BLOWER CORP.

Type of Blower Positive Displacement (Multi-volume)

Maximum Speed of Blower 435 RPM

Size of Air Intake 18"

Size of Air Outlet 18"

ELECTRIC MOTOR

Make of Manufacture GENERAL ELECTRIC CO.

Serial Designation Type K. DS-2

B.H.P. 300

RPM Full Load 435

When motor is connected to the above blower and operated at the following conditions, the power factor shall not be less than, and power input to the motor (exclusive of electric controls) will not exceed, the following:

Condition	Cubic feet free air delivered per minute at 7 3/4 pound gauge, intake, air at 50° F. barometer at 29.4 inches mercury	Guaranteed motor input in K.W.H. per hour operation	Power Factor
A	7000	232	77

Type of oil cleaner Nugent, Bag Type

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written

ROOTS-CONNERSVILLE BLOWER CORP.
CONTRACTOR

(SEAL)

Attest:

C. W. WEIST

By J. S. TATMAN

Asst. Sec'y.
Title

President
Title

CITY OF FORT WAYNE, INDIANA

By and through its

BOARD OF PUBLIC WORKS

(SEAL)

Attest:

ROBERT G. BEAMS

CHAS F. HESS
Secretary of Board of Public Works

DAVID LEWIS

J. H. JOHNSON

Approved by the Mayor of the City of Fort Wayne, this 5th day of May, 19 39

HARRY W. BAALS

Approved as to form and legality

by WALTER E. HELMKE
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P.W.A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned THE ROOTS-CONNERSVILLE BLOWER CORP. of CONNERSVILLE, INDIANA as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY of Baltimore, Maryland as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Forty-one thousand four hundred and 00/100 Dollars ($ 41,400.00)

60416

for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 5th Day of May, 1939.

The condition of this obligation is such that whereas the above named principal dis, on the 5th day of May, 1939. enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to furnish f.o.b. Fort Wayne, Indiana, two (2) electric motor driven blowers, complete with appurtenances, including tests and supervision of installation, identified as Division "B" Contract No. 10 of the Fort Wayne Sewers and Sewage Treatment Plant Project, P.W.A. Docket Indiana 1081-F for the sum of Forty-one Thousand Four Hundred and 00/100 Dollars ($41,400.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanshop or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the things agreed by ~~him~~ it ~~them~~ to be done and performed according to the terms of said contract, and ~~shall~~ it pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise effect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 1939, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

ROOTS-CONNERSVILLE BLOWER CORP.
Principal.

SEAL

By J. S. TATMAN President
Authorized Agent

C. W. WEIST
Assistant Secretary

UNITED STATES FIDELITY AND GUARANTY COMPAN
Surety

SEAL

By LOUIS W. WITTE
Attorney in Fact.

STATE OF INDIANA)
FAYETTE) SS:
COUNTY OF)

Countersigned by
The A. E. Barrows Co.
A. C. Musler
Secretary

Before me, a Notary Public in and for said State, came_____

J. S. TATMAN, PRESIDENT, AS Principal, and _____, of the

_____, Attorney in Fact, for said_____

_____, as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of

May, 1939

LOUISE L. STRASSER
Notary Public

SEAL

My commission expires 10th day of April, 1941.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

Section 1. That the contract heretofore entered into on the 5th day of May, 1939, as fully set out above by and the same is hereby ratified and acopted.

Sec. 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN.

The Ordinance was read the third time in full and on motion was now passed by the following, (Ayes---9 Nays---None)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LA

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting , held on the 23 day of May 19 39, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No 1969

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25 day of May 19 39

LEONARD H. ELLENWOOD
City Clerk

Approved this 25 day of May 19 39

H. W. BAALS
Mayor

6915

GENERAL ORDINANCE NO. 1970

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER" and Yeomans Brothers Company hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of May, 1939, the City of Fort Wayne Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with the Yeomans Brothers Company, hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT
for
EQUIPMENT
DIVISION "B" CONTRACT NO.11
of the
SEWERS AND SEWAGE TREATMENT PLANT PROJECT
for the
CITY OF FORT WAYNE, INDIANA
P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 5th day of May, 1939, by and between Yeomans Brothers Company, Chicago, Illinois hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, hereinafter called the "Owner" or "City",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for furnishing f.o.b. Fort Wayne, Indiana four(4) raw sewage pumps and motors to conform to the specifications, complete, including tests and supervision of installation, identified ~~as Division~~ "B" Contract No.11 in connection with the construction of the sewers ans sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in therse contract documents referred to as the Engineer, which plans and specifications are made a part of this contract, and in strict accordance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

Base proposal

Seventy (70) per cent of the contract will be due and payable when the equip-

ment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana. An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price will be due and payable when the equipment has been properly installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days after and including the date stated in the notice to Proceed, and it is expressly understood and agreed that Time Is The Essence of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which many be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1.. General Conditions, Section I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including
   Addenda Numbers 1, 2, 3, 4, and 5
6. Construction drawings, and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component parts first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V ACCEPTED PRICES

RAW SEWAGE PUMPS

DIVISION "B" CONTRACT NO.11

COPIED

For furnishing f.o.b. Fort Wayne, Indiana, four (4) raw sewage pumps and motors to conform to the specifications, complete, including tests and supervision of insta llation, at the following lump sum price for each unit Fifty Five Hundred Seventy Dollars ($ 5570.00)

For the lump sum price stated above, the bidder hereby guarantees that each unit he proposes to furnish will, when installed and tested under the conditions specified, equal or exceed the following guarantees:

PUMPS

Make of Manufacture Yeomans Brothers Co.

Size of Suction 20"

Size of Discharge (not less than 16 inches) 18"

Size of Impeller Shaft - At Impeller 3¼"

Between Bearings 4 3/4"

At Coupling 3 1/4"

MOTORS

Make of Manufacture Allis Chalmers-Westinghouse-Gen. Electric

Horsepower Rating One Hundred Twenty Five

Speedi Full Load - High Speed 430 RPM

Low Speed 410 RPM

	Full Load	3/4 Load	1/2 Load
Efficiencies	90 %	89.5 %	87 %
Power Factor	74 %	67 %	56 %.

Note: The average of the power factors at the three (3) loadings must not be less than eighty-four (84) per cent.

Guaranteed effeciencies when operated under the following conditions:

Condition	Speed Rpm	Power Factor	Gallons Per Minute	Over All Efficiency Wire to Water	Adjusted (1) Efficiency
High Speed	430	71 %	9000	73.5 %	74.8 %EA
Low Speed	410	62 %	6000	66.8 %	67.2 %EB

(1) For Correction of Efficiency due to using larger size of discharge than sixteen (16) inch - See Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

YOEMANS BROTHERS COMPANY
CONTRACTOR

(SEAL)

Attest:

By CHARLES YEOMANS

Pres.
Title.

Title.

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS

(SEAL)

Attest:

ROBERT G. BEAMS

CHAS. F HESS
Secretary of Board of Public Works.

DAVID LEWIS

J. H. HOHNSON

Approved by the Mayor of the City of Fort Wayne, this 5th day of May, 19 39

HARRY W. BAALS.

Approved as to form and legality

By Walter E. Helmke
City Attorney.

CITY OF FORT WAYNE, INDIANA
SEWER AND SEWAGE TREATMENT PLANT PROJECT
P.W.A. DOCKET INDIANA 1081-F
CONTRACT PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned nYEOMANS BROTHERS COMPANY of Chicago, Illinois as principal, and NATIONAL SURETY COMPANY of as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Twenty-two Thousand Two Hundred Eighty and 00/100 Dollars ($ 22,280.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 5th day of May, 1939

The condition of this obligation is such that whereas the above named principal did, on the 5th day of May, 1939 enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to furnish f.o.b. Fort Wayne, Indiana four (4) raw sewage pumps and motors to conform to the specifications, complete, including tests and supervision of installation, identified as Division "B" Contract No. 11 of the Fort Wayne Sewers and Sewage Treatment Plant Project P.W.A. Docket Indiana 1081-F.
For the sum of Twenty-two Thousand Two Hundred Eighty Dollars ($ 22,280.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent, or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the

things agreed by ~~him~~ ~~them~~ it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change modification, omission or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 1939, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

Yoemans Brothers Company
Principal

SEAL

By CHARLES YEOMANS
Authorized Agent

NATIONAL SURETY CORP.
Surety

SEAL

By EDWARD M. WILSON
Attorney in Fact.

STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, a Notary Public in and for said State, came Yeomans Brothers Co., as Principal, and Edward M. Wilson of the National Surety Co., Attorney in Fact, for said National Surety Co., as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of May, 1939

HELEN SHEETS
Notary Public

SEAL

My commission expires 11th day of February, 19 39.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 5th day of May, 1939, as fully set out above, be and the same is hereby ratified and adopted.

Sec. 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES E. MOELLERING.

The Ordinance was read the third time in full and on motion was now passed by the following vote. (Yeas---9---Nays----None)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of May 19 39 by a majority vote of all members elect, did pass ordinance hereunto attached, and known as

GENERAL ORDINANCE No 1970

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk.

Approved this 25 day of May 19 39

H. W. BAALS.
Mayor.

GNERAL ORDINANCE NO 1971

AN ORDINANCE, ratifying and approving a contract entered into on the 5th day of May, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER" and Pacific Flush Tank Company, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of May, 1939 the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with the Pacific Flush Tank Company, hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT

for

EQUIPMENT

DIVISION "B" CONTRACT NO. 12

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

60462

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 5th day of May 1939, by and between The Pacific Flush Tank Company, Chicago, Illinois. hereinafter called the "Contractor, and the City of Fort Wayne, Allen County, Indiana, hereinafter called the "Owner" or "City",

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agrees as follows:

ARTICLE I SCOPE OF WORK

The contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendible equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for furnishing f.o.b. Fort Wayne, Indiana, four (4) steel covers of the floating type, complete and ready for erection including supervision of erection and to furnish all labor, materials and equipment for erecting, testing, painting, insulating and roofing the four (4) sludge digestion tanks, identified as Division "B" Contract No. 12. in connection with the construction of the sewers and sewage treatment plant project of the Owner, all in strict accordance with the contract documents including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in currect funds, the contract price computed as follows:

Base proposal:

Seventy (70) per cent of the contract price will be due and payable when the equipment has been tested, accepted, and delivered, f.o.b. cars at Fort Wayne, Indiana.

An additional payment in an amount to bring the total payment to ninety (90) per cent of the contract price will be due and payable when the equipment has been properly installed and accepted.

Final payment, in full, will be made within sixty-one (61) days following the date of acceptance by the Owner.

ARTICLE III LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a continuous and successful operation within one hundred twenty (120) consecutive calendar days

after and including the date stated in the Notice to Proceed, and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) Dollars, for each and every day the work is uncompleted, beyond the time above set out, and it is mutually agreed and understood that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the manner above set out.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, Section I
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders, Division "B" Contracts
5. Detail Specifications, including Addenda Numbers 1, 2, 3, 4, and 5.
6. Construction drawings, and descriptions submitted by the Contractor and approved by the Engineer.
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provisions in the componint parts first enumerated above shall govenn over any other component part which follows it numerically, except as mey be otherwise specifically stated.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V ACCEPTED PRICES

SLUDGE DIGESTION TANK COVERS

DIVISION "B" CONTRACT NO. 12

FLOATING COVERS

(a) For furnishing f.o.b. Fort Wayne, Indiana, four (4) steel covers, of the floating type, complete and ready for erection, including supervision of erection, at the following lump sum price for all four (4) covers

Forty-nine Thousand Two Hundred Forty Dollars ($ 49,240.00)

(b) For furnishing all labor, supplies, equipment, erecting, testing, painting, insulation and roofing the four (4) sludge digestion tanks above described at the following lump sum price&

Seventeen Thousand Six Hundred Forty Dollars ($ 17,640.00)

Bid price for furnishing and erecting floating type covers complete, in place, (summary of a and b)

Sixty-six Thousand Eight Hundred Eighty Dollars ($ 66,880.00)

60AIC3

TWO STATE DIGESTION COVERS

(a) For furnishing f.o.b. Fort Wayne, Indiana, four (4) steel covers for sludge digestion tanks, of the size and type specified, complete, including mixing mechanism and ready for erection, including supervision of erection, at the following lump sum price for all four (4) covers_____

_____Dollars ($_____)

(b) For furnishing all labor, supplies, equipment, erecting, testing painting, insulating and roofing the four (4) sludge digestion tank covers above described, at the following lump sum price_____

_____Dollars ($_____)

Bid price for furnishing and erecting two-stage type covers complete, in place, (summary of a and b)_____

_____Dollars ($_____)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

PACIFIC FLUSH TANK COMPANY
CONTRACTOR

(SEAL)

Attest:

By L. E. Langdon

_____ Secretary
Title

_____
Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS

(SEAL)

Attest:

ROBERT G. BEAMS

CHAS. F. HESS
Secretary of Board of Public Works.

DAVID LEWIS

J. H. JOHNSON

Approved by the Mayor of the City of Fort Wayne, this 5th day of May, 19 39.

HARRY W. BAALS.

Approved as to form and legality

By WALTER E. HELMKE
City A ttorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P.W.A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned The Pacific Flush Tank Company of Chicago, Illinois as principal, and Indemnity Insurance Company of North American

as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Sixty-Six Thousand Eight Hundred Eighty and 00/100 Dollars ($ 66,880.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this 5th day of May 1939

The condition of this obligation is such that whereas the above named principal did, on the 5th day of May 1939 enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to furnish f.o.b. Fort Wayne, Indiana, four (4) steel covers of the floating type, complete and ready for erection, including supervision of erection and to furnish all labor, materials and equipment for erecting, testing, painting, insulating, and roofing the four (4) sludge digestion tanks, identified as Division "B" Contract No. 12 of the Fort Wayne Sewers and Sewage Treatment Plant Project, P.W.A. Docket Indiana 1081-F for the sum of Sixty-six Thousand Eight Hundred eighty 00/100 Dollars ($ 66,880.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by ~~him~~ it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered, in carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

Sait surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part

6041d

of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of _____, 1939, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

SEAL

Pacific Flush Tank Company
Principal

By L. E. LANGDON, Sec'y.
Authorized Agent.

SEAL

Indemnity Insurance Company of North America
Surety

By C. R. HICKS
Attorney in Fact.

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said State, came _____ Pacific Flush Tank Co. _____, as Principal, and C.R.Hicks of the Indemnity Insurance Company of America No., Attorney in Fact, for said _____ Indemnity Insurance Company of America No., as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 5th day of _____ May _____, 1939

SEAL

HELEN SHEETS
Notary Public

My commission expires 11 day of Feb. 1941

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 5th day of May, 1939, as fully set out above, be and the same is hereby ratified and adopted.

Sec. 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK W. KIND JR.

The Ordinance was read the third rime in full and on motion was now passed by the following vote: (Ayes---9---Nays---None)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 23 day of May 1939 by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1971

ARNO. C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk.

Approved this 25 day of May 19 39

HA W. BAALS
Mayor.

GENERAL ORDINANCE NO. 1972

AN ORDINANCE fixing the salaries, compensation and wages of officers and members of the Board of Health of the City of Fort Wayne, Indiana, and repealing all ordinaces and parts of ordinances in conflict herewith.

WHEREAS, Chapter 217 of the Acts of the Indiana General Assembly, 1935, provides that the City Board of Health of Cities of the Second class shall consist of four members after the first day of January, 1939; and ,

WHEREAS, Said Acts provide that the salary of the members of the City Board of Health shall be dtermined and fixed by the Common Council; and,

WHEREAS, Said Acts provide that the City Board of Health shall appoint a City Health Officer and said Officer shall receive an annual salary of two cents per capita, based on the population of the city; and,

WHEREAS, The four members of the City Board of Health have been appointe and said members have appointed a City Health Officer, who has been approved by the State Board of Health, in accordance with said Act.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the salaries , compensation and wages of officers and members of the Board of Health of the City of Fort Wayne, Indiana, ahall be as follows, for each fiscal year payable monthly, to-wit:

ITEM 301 - Salary of President of Board of Health----------$ 360.00
Salary of Vice-President of Board of Health------- 180.00
Salary of Member of the Board of Health----------180.00
Salary of Secretary of Board of Health----------2¢ per capita and City Health Officer.

Section 2. That the salary to be paid the City Health Officer each year shall be determined on the basis of two cents per capita of the population to be determined in the month of August of each year by multiplying by four and four-tenths (4.4) the number of school children in said City as shown by the last school census preceding such month of August.

Section 3. All salaries , compenstaion and wages herein of officers and members of the Board of Health of the City of Fort Wayne, Indiana, as fixed herein, shall be for each calendar year and sahll be on a monthly basis and payable as now provided, and shall be retroactive as of January 1, 1939.

Section 4. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JOHN HOELLE

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

60812

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of June, 1939, by a majority vote of all members elect, did pass the ordinance hereunto at ached, and known as GENERAL ORDINANCE NO. 1972

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 15th day of June, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 17th day of June, 1939.

H. W. BALLS
Mayor

GENERAL ORDINANCE NO. 1973

AN ORDINANCE amending Section 1 of General Ordinance Number 1373, being "An Ordinance providing for the payment of fees for the violation of City Traffic Regulations".

BE IT ORDAINED BY THE COMMON COUNCILOF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 1 of General Ordinance Number 1373, being "An Ordinance providing for the payment of fees for the violation of City Traffic Regulations" be and hereby is amended to read as follows, to-wit:

"Section 1. Whenever any member of the police force of said city shall find that any of the provisions of any ofthe ordinances regulating traffic in and upon the streets and public highways of the City of Fort Wayne have been violated, or are being violated by the owner or operator of any vehicle, such officer shall notify such owner or operator in writing of such violation and it shall be the duty of such person so notified to report at the traffic office of said city within forty-eight (48) hours thereafter. Such notice shall be made in duplicate and shall show the specific violation, the state license number of such vehicle and the owner's name, if possible to obtain the same, and it shall be signed by sich officer giving his badge number. One copy of such notice shall be presented to the owner of such vehicle or his representive when found in charge of said vehicle and in case such owner or his representive be not found in possession or in charge thereof, the posting of such notice in a conspicious place upon the vehicle shall be deemed sufficient notice of such violation. It shall be the duty of such police officer to make a report to the traffic office of the service of such notice, which report shall give the nature of the violation, the state license number of the vehicle and the name of the owner upon whom such notice was served, if possible to obtain it. In event that such police officer cannot serve such notice, upon the owner of such vehicle or his representive, such violation shall be reported to the traffic office and a notice of said violation shall then be served upon said owner, the mailing of said notice to the last and usual address of such owner being sufficient. The owner or operator of such vehicle who has been notified of the violation of any

such traffic regulations, shall, within forty-eight hours, after having been notified, present himself together with the notice, at the traffic office of said city and if he so desires, plead guilty, and for the first violation of any traffic regulation which pertains to motor vehicles in motion, shall pay the City Clerk a fee of two dollars ($2.00); for the second violation a fee of three dollars ($3.00); and for the third violation a fee of five dollars ($5.00); and for the first violation of any traffic regulation which pertains to the parking of motor vehicles, shall pay the City Clerk a fee of fifty cents (50¢); and for the second violation a fee of fifty cents (50¢); and for the third violation a fee of one dollar ($1.00). Thereafter all violations must be prosecuted on affidavit in Court."

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HAROLD A HART

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of June , 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 1973

ARNO C. SPIEGEL
Preaident

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 15th day of June, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 17th day of June , 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1974

An Ordinance prohibiting the use of white canes, except by pedestrians wholly or partially blind, and providing protection against highway accidents to such persons, and providing penalties for the violation thereof.

Be it ordained by the Common Council of the City of Fort Wayne:

SECTION 1. That, for the purpose of guarding against accidents in traffic on the public streets, it shall be unlawful for any person except persons wholly or partially blind, to carry or use on the public streets of the City of Fort Wayne any canes or walking sticks which are white in color, or white with red end or bottom. Such canes or walking sticks may be used on the streets and other public places of the City by persons wholly or partially blind, as a means of protecting them and for the purpose of identifying them by drivers of vehicles and operators of motor driven vehicles and other pedestrians with whom they come in

COPIED

contact on such streets and public places.

SECTION 2. Any driver of a vehicle, operator of a motor driven vehicle or pedistrian who is not wholly or partially blind who approaches or comes in contact with a person wholly or partially blind, carrying a cane or walking stick white in color, or white with red end, shall immediately come to a full stop and take such precautions before proceeding as may be necessary to avoid accident or injury to the person so carrying a white cane or walking stick.

SECTION 3. Any person, other than a person wholly or partially blind, who shall carry such a cane or walking stick, such as is described in Section 1. hereof contrary to the provisions of this ordinance, or who shall fail to heed the approach of a person so carrying such a white cane or walking stick, or one white with red end, or who shall fail to come to a stop upon approaching or coming in contact with a person so carrying such a cane or walking stick, or who shall fail to take precautions against accident or injury to such a person after coming to a stop as provided for herein, shall be guilty fo a misdemeaner and shall be fined not less than One Dollar ($1.00) or more than One Hundred Dollars ($100.00) for each offense.

SECTION 4. Upon passage of this ordinance by the Common Council the Lions Club in Fort Wayne willfurnish free of charge, upon application or through the Police Department canes to such persons indicated above,

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of June, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1974

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 15th day of June, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 17th day of June, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1975

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between C. L. SCHUST doing business as C. L. SCHUST COMPANY and the CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS.

WHEREAS, on the 7th day of June, 1939, C. L. SCHUST, doing business as

C. L. SCHUST COMPANY, Allen County, Indiana, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of forced draft hot air duct, a forced draft cold air duct, and a set of sifting hoppers for one boiler and stoker, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 7th day of June, 1939, by and between C. L. SCHUST, doing business as C. L. SCHUST COMPANY, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to pay for all labor materials, apparatus and tools required for the furnishing, delivery, erection and construction of:

A forced draft hot air duct, a forced cold air duct, and a set of sifting hoppers for one boiler and stoker, all to be delivered, constructed and erected by said party of the first part at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All of such apparatus and work is to be in accordance with the plans and specifications prepared by the party of the second part, dated April 10, 1939, and known as Contract Number 8, and the proposal of the party of the first part now on file in the office of the Board Of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full legnth, for and in consideration of the peyment by the City of Fort Wayne as follows:

THREE THOUSAND EIGHT HUNDRED FIFTY-FOUR ($3,854.00) DOLLARS.

A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to complete the construction of the aforesaid work within sixty (60) calendar days after boiler, stoker and fans have been erected, and after the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana.

That the party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages determined pursuant to the pro

60412

visions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates and Wages", of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

That in accordance with Chapter 270 of the Acts of 1933 of the General Assembly of the State of Indiana, the party of the first part agrees that in the hiring of employees for the performance of work under this contract that by reason of race or color it will not discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates; the party of the first part further agrees not to discriminate against or intimidate any person hired for the performance of work under this contract on account of race or color; it is further agreed that there may be deducted from the amount payable to the party of the first part by the party of the second part, under this contract a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the within contract, and it is further agreed that this contract may be cancelled or terminated by the party of the second part and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the contract.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS Mayor

ROBERT G. BEAMS

DAVID LEWIS

J. H. Johnson
BOARD OF PUBLIC WORKS, Party of Second Part

ATTEST:

CHAS. F. HESS
Secretary

Approved as to form and legality

Walter E. Helmke
City Attorney

C. L. SCHUST
C. L. SCHUST, doing business as C. L. SCHUST COMPANY, Party of the FirstPart.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between C. L. SCHUST, doing business as C. L. SCHUST COMPANY, of Allen County, Indiana, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase of a forced hot air duct, a forced draft cold air duct, and a set of sifting hoppers for one boiler and stoker, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from

and after its passage and approval by the mayor.

CHARLES E. MOELLERING

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8----Nays----none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June, 1939, by amajority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1975

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of June, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 30th day of June, 1939.

H. W. BALLS
Mayor

GENERAL ORDINANCE NO. 1976

AN ORDINANCE ratifying and approving a certaincontract and agreement made and entered into by and between the ALLEN-SHERMAN-HOFF COMPANY, a Pennsylvania Corporation, and the CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS.

WHEREAS, on the 7th day of June, 1939, the ALLEN-SHERMAN-HOFF COMPANY, a Pennsylvania Corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of one (1) Ash Hopper complete with linings, gates, and other fittings and appurtenances, and more specifically set out in said contract, tO-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 7th day of June, 1939, by and between the ALLEN-SHERMAN-HOFF COMPANY, a corporation, organized and existing under the laws of the State of Pennsylvania, party of the first part, and the CITY OF FORT WAYNE, Municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to pay for all labor, materials, apparatus and tools required for the furnishing, delivery, erection and construction of :

One (1) Ash Hopper complete with linings, gates, and other fittings and appurtenances,

all to be delivered, constructed and erected by said party of the first part at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All of such apparatus and work is to be in accordance with the plans and specifications prepared by the party of the second part, dated April 10, 1939, and

known as Contract Number 5, and the proposal of the party of the first part now on file in the office of the Board Of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and consideration of the payment by the City of Fort Wayne as follows:

THREE THOUSAND NINE HUNDRED EIGHTY-SEVEN ($3,987.00) DOLLARS.

A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, orcheck, revise and approve the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to deliver all fittings and appurtenances within ninety (90) calendar days after the approval of the con ract by the Common Council of the City of Fort Wayne and to erect and install complete within fifteen (15) calendar days after delivery and preparation of the site by the party of the second part.

That the party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates and Wages", of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

That in accordance with Chapter 270 of the Acts of 1933 of the General Assembly of the State of Indiana, the party of the first part agrees that in the hiring of employees for the performance of work under this contract that by reason of race or color it will not discriminate against any citizen of the State of Indiana who is qualified and avilable to perform the work to which the employment relates; the party of the first part further agrees not discriminate against or intimidate any person hired for the performance of work under this contract on account of race or color; it is further agreed that there may be deducted from the amount payable to the party of the first part by the party of the second part under this contract,a penalty of Five ($5.00) Dollars for each person for each calendar day during which such pe son was discriminated against or intimidated in violation of the provisions of the within contract, and it is further agreed that this contract may be cancelled or terminated by the party of the second part and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the contract.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have been first approved by the Common Council of said City and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract dhall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA
BY H. W. BAALS Mayor

ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON
BOARD OF PUBLIC WORKS, Party of Second Part

ATTEST:

CHAS F. HESS
Secretary
Approved as to form and legality

WALTER E. HELMKE
City Attorney

ALLEN-SHERMAN HOFF COMPANY

J.T. DENTSCH Vice President

LAMBERT OTT , JR., Secretary, Asst.
Party of the Second Part

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the ALLEN-SHERMAN-HOFF COMPANY, a Pennsylvania Corporation, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase of One (1) Ash Hopper complete with linings, gates,and other fittings and appurtenances, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1976

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of June, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 30th day of June, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1977

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between ASBESTOS AND ASPHALT PRODUCTS COMPANY, an Indiana Corporation, and the CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS

WHEREAS, on the 7th day of June, 1939, ASBESTOS AND ASPHALT PRODUCTS COMPANY, an Indiana Corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of and construction of complete insulation of piping, air ducts, sifting hoppers, wind box, cinder collector with auxiliary storage hoppers, induced draft fan and flue gas ducts, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 7th day of June, 1939, by and between ASBESTOS AND ASPHALT PRODUCTS COMPANY, a corporation, organized and existing under the laws of the State of Indiana, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party fo the first part covenants and agrees to pay for all labor, materials, apparatus and tools required for the furnishing, delivery, erection and construction of:

The insulation of piping, air duct, sifting hoppers, wind box, cinder collector with auxiliary storage hoppers, induced draft fan and gas ducts, all to be delivered, constructed and erected by said party of the first part at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All of such apparatus and work is to be accordance with the plans and specifications prepared by the party of the second part, dated April 10, 1939, and known as Contract Number 10, and the proposal of the party of the first part now on file in the office of the Board of Public Works,all of which palns, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows:

THREE THOUSAND SIX HUNDRED TWENTY-EIGHT ($3,628.00) DOLLARS.

A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers, Eighty-five per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunde , will be due and payable only after the party of the first part shall have fully complied with all fo the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part

shall have accepted the work.

The party of the first part agrees to complete the within contract within thirty (30) calendar days after all equipment to be insulated is erected and after the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana.

That the party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale fo wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates and Wages", of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

That in accordance with Chapter 270 of the Acts of 1933 of the General Assembly of the State of Indiana, the party fo the first part agrees that in the hiring of employees for the performance of work under this contract that by reason of race or color it will not discriminate against any citizen of the state of Indiana, who is qualified and available to perform the work to which the employment relates; the party of the first part further agrees not to discriminate against or intimidate any person hired for the performance of work under this contract on account of race or color; it is further agreed that there may be deducted from the amount payable to the party of the first part by the party of the second part, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the within contract, and it is further agreed that this contract may be cancelled or terminated by the party of the second part and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the contract.

This contract, although executed on behalf of the City by its Mayor and by the Board Of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after date hereof, this contract shall become and be wholly void .

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness "hereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS Mayor

Robert G. Beams

David Lewis

J. H. Johnson

BOARD OF PUBLIC WORKS, Party of Second Part

ASBESTOS AND ASPHALT PRODUCTS COMPANY

BY W. J. Steinmetz President

BY F. A. Schellinger Secretary

ATTEST:

Chas F. Hess
Secretary

Approved as to form and legality

Walter E. Helmke
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the foregoing contract made and entered into by and between ASBESTOS PRODUCTS COMPANY, an Indiana Corporation, and the CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase and construction of the insulation of piping, air ducts, sifting hoppers, wind box, cinder collector with auxiliary storage hoppers, induced draft fan and flue gas ducts, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1977

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of June, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 30th day of June, 1939

H. W. BALLS
Mayor

GENERAL ORDINANCE NO. 1978

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between SCHWEGMAN-WITTE COMPANY, an Indiana Corporation, and the CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS

WHEREAS, on the 7th day of June, 1939, SCHWEGMAN-WITTE COMPANY, an Indiana Corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of a complete system of steam, water and oil piping, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 7th day fo June, 1939, by and between SCHWEGMAN-WITTE COMPANY, A corporation, organized and existing under the laws of the state of Indiana, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to pay for all labor materials, apparatus and tools required for the furnishing, delivery, erection and construction of:

A complete system of steam, exhaust, waterand oil piping,

all to be delivered, constructed and erected by said party of the first part at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All of such apparatus and work is to be in accordance with the plans and specifications prepared by the party of the second part, dated April 10, 1939, and known as Contract Number 9, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at fully length, for and in consideration of the payment by the City of Fort Wayne, as follows:

TEN THOUSAND FIVE HUNDRED ($10,500.00) DOLLARS

A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check, and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon the approval of the estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to complete the within contract within eighty (80) calendar days after the approval of this contract by the Common Council of the City of Fort Wayne.

That the party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates and "ages", of the specifications on file in the Office of the Board of Public "orks of the City of Fort Wayne.

That in accordance with Chapter 270 of the Acts of 1933 of the General Assembly of the State of Indiana, the party of the first part agrees that in the hiring of employees for the performance of work under this contract that by reason of race or color it will not discriminate against any citizen of the state of Indiana, who is qualified and available to perform the work to which the employment relates; the party of the first part further agrees not to discriminate against or intimidate any person hired for the performance of work under this contract on account of race or color; it is further agreed that there may be deducted from the amount payable to the party of the first part by the party of the second part, under

tnis contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which person was discriminated against or intimidated in violation of the provisions of the witnin contract, and it is further agreed that tnis contract may be cancelled or terminated by the party of the second part and all money due or to become due hereunder may be forfeited , for a second or any subsequent violation of the terms and conditions of this section of the contract.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and shoula the Common Council of the City fail to approve the same within ninety (90) days after the date hereof,this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY H. W. BARLS Mayor

ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON

BOARD OF PUBLIC WORKS, Party of the Second Part

SCHWEGMAN-WITTE COMPANY

BY J. F. SCHWEGMAN President

BY A.H. WITTE Secretary

ATTEST:

CHAS. F. HESS
Secretary

Approved as to form and legality

WALTER E. HELMKE
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between SCHWEGMAN-WITTE COMPANY, an Indiana Corporation , and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for thw sale and purchase of a complete system of steam, exhaust, water and oil piping, which contract and agreement is more fully set forth in the preamble nereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWARD H. FISHER

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June, 1939, by a majority vote of all members elect, did pass the ordinance nereunto attached,and known as GENERAL ORDINANCE NO. 1978

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of June, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 30th day of June, 1939

H. M. BEALS
Mayor

GENERAL ORDINANCE NO. 1979

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the American Steel Dredge Company, Inc., a corporation, organized and existing under the laws of the state of Indiana, and the City of Fort Wayne, a municipal corporation, Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 7th day of June, 1939, the American Steel Dredge Company, Inc., an Indiana corporation, entered into a certin contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of One)1) forced draft fan and One (1) induced draft fan, each with variable speed hydraulic coupling and motor drive, and other parts and equipment attached thereto, and more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of June, 1939, by and between the AMERICAN STEEL DREDGE COMPANY, INC., A corporation, organized and existing under the laws of he state of Indiana, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to pay for all labor, materials, apparatus and tools required for the furnishing, delivery, erection and construction of:

One (1) forced draft fan and One (1) induced draft fan, each with variable speed hydraulic coupling and motor drive,

all to be delivered, constructed and erected by the party of the first part at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All of such apparatus and work is to be in accordance with the plans and specifications prepared by the party of the second part, dated April 10, 1939, and known as Contract Number 6, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full legnth, for and in consideration of the payment by the City of Fort Wayne as follows:

NINE THOUSAND SIX HUNDRED ($9,600.00) DOLLARS

A written estimate of the value of the apparatus or amterial delivered and construction completed may ve made by the party of the first part and submitted to the party of the second part on or about the first of each month. The engineers of the party of the second part will check and approve. or check, revise and approve the estimate and their decision in the revision of the estimate shall be final. Upon approval

60AHd

of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees that the erection of the forced draft fan will be complete within seventy-five (75) calendar days after delivery and after preparation of the site by the party of the second part, and from and after the approval of the within contract by the Common Council of the City of Fort Wayne. The party of the first part agrees further that delivery of the induced draft fan will be made within sixty (60) calendar days after the approval of the within contract by the Common Council of the City of Fort Wayne and that the said induced draft fan will be erected and complete within seventy-five (75) calendar days after delivery and preparation of the site by the party of the second part.

That the party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No 21, "Rates and Wages", of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

That in accordance with Chapter 270 of the Acts of 1933 of the General Assembly of the State of Indiana, the party of the first part agrees that in the hiring of employees for the performance of work under this contract that by reason of race or color it will not dis criminate against any citizen of the state of Indiana who are qualified and available to perform the work to which the employment relates; the party of the first part further agrees not to discriminate against or intimidate any person hired for the performance of work under this contract on account of race or color; it is further agreed that there may be deducted from the amount payable to the party of the first part by the party of the second part, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discrimated against or intimidated in violation of the provisions of the within contract, and it is further agreed that this contract may be cancelled or terminated by the party of the second part and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the contract.

This contract, although executed on behalf of the City by its Mayor and by the Board Of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) daysafte the date hereof, this contract shall become and be wholl void.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successor and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our

hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS Mayor

ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON
BOARD OF PUBLIC WORKS
Party of the Second Part

ATTEST:

CHAS. F. HEGE
Secretary

Approved as to form and legality

WALTER E. HELMKE
City Attorney

AMERICAN STEEL DREDGE COMPANY, INC.

BY CLYDE WALB President

BY WALTER W. WALB Secretary
Party of the First Part and Treasurer

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the AMERICAN STEEL DREDGE COMPANY, INC., A corporation, organized and existing under the laws of the State of Indiana, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for thw sale and purchase of One (1) forced draft fan and One (1) induced draft fan, and the other equipment and parts attached thereto, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE, HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June, 1939, by a majority vote of all members elect, did pass the ordinancehereunto attached and known as GENERAL ORDINANCE NO.1979

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of June, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 30th day of June, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1980

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between C. L. SCHUST, doing business as C. L. SCHUST COMPANY,

Plan 6

and the City of Fort Wayne, of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 7th day of June, 1939, C. L. SCHUST, doing business as C. L. SCHUST COMPANY, Allen County, Indiana, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of One (1) cinder collector, One (1) self supporting steel stack, uptake and connections, and forced draft cold air duct, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 7th day of June, 1939, by and between C. L. SCHUST, doing business as C. L. SCHUST COMPANY, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to pay for all labor, materials, apparatus and tools required for the furnishing, delivery, erection and construction of:

One (1) cinder collector, One (1) self supporting steel stack, uptake and connections, and forced draft cold air duct,

all to be delivered, constructed and erected by said party of the first part at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All of such apparatus and work is to be in accordance with plans and specifications prepared by the party of the second part, dated April 10, 1939, and known as Contract number 7, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows:

EIGHT THOUSAND FIVE HUNDRED ELEVEN ($8,511.00) DOLLARS.

A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers shall have approved the completed work, andafter the party of the second part shall have accepted the work.

The party of the first part agrees that delivery of the cinder collector, self supporting steel stack, uptake and connections and forced draft cold air duct will be made within sixty (60) calendar days after the approval of the within contract by the Common Council of the City of Fort Wayne, and agrees to erect and install

complete the cinder collector, self supporting steel stack, uptake and connections and orced draft cold air duct within thirty (30) calendar days afte delivery and preparation of the site b, the party of the second part.

That the party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of The General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates and Wages", of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

That in accordance with Chapter 270 of the Acts of 1933 of the General Assembly of the State of Indiana, the party of the first part agrees that in the hiring of employees for the performance of work under this contract that by reason of race or color it will not discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates; the party of the first part further agrees not to discriminate against of intimidate any person hired for the performance of work under this contract on account of race or color; it is further agreed that theremay be deducted from the amount payable to the party to the first part by the party of the second part, under fhis contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such pe son was discriminated against or intimidated in violation of the provisions of the within contract, and it is further agreed that this contract may be cancelled or terminated by the party of the second part and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the contract.

This contract, although executed on behalf of the City byits mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS Mayor

ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON
BOARD OF PUBLIC WORKS
Party of the Second Part

ATTEST:

CHAS F. HESS
Secretary

Aporoved as to form and legality

WALTER E. HELMKE
City Attorney

C. L. SCHUST

C. L. SCHUST, doing business as

C. L. SCHUST COMPANY

Party of the First Part

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between C. L. SCHUST, doing business as C. L. SCHUST COMPANY, of Allen County, Indiana, and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase of One (1) cinder collector, One (1) self supporting steel stack, uptake and connections, and forced draft cold air duct, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

JOHN HOBBS

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of June, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 1980

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29th day of June, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 30th day of June, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1981

An Ordinance regulating the sale and/ or delivery and /or hauling of solid fuel in the city of Fort Wayne, providing for the inspection of platform scales and other devices for the weighing of said fuel regulating the weighing of solid fuel, prescribing the method of ascertaining the weight of solid fuel sold and/ or delivered and/or hauled, providing methods of describing solid fuel on delivery tickets and invoices, providing regulations and requirements for deliveryvehicles, providing regulations and requirements for advertising, providing for the registration of trade-names under which solid fuel is sold and/or delivered and/or hauled, providing for specific requirements in order to obtain a license, providing for a licensing committee, providing for the revocation of a license, designating a time when this shall go into effect, and repealing all ordinances inconsistent herewith as amended this 11th day of July, 1939.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

Section 1. The Common Council of the City of Fort Wayne ordains that for the purpose of this ordinance:

(a) The term "Bureau" shall mean the Bureau of Weights and Measures of the City of Fort Wayne

(b) The term "Solid Fuel" shall mean any anthracite, semi-anthracite, bituminous, semi-bituminous, or lignite coal, briquets, boulets, coke, gas house coke, petroleum carbon or any manufactured or patetented fuel not sold by liquid or metered measure.

(c) The term "Retail" shall meanthe sale and/or delivery and/or hauling of solid fuel in carload or less than carload lots.

(d) The term "Ton" shall mean the net ton of 2,000 pounds avoirdupois

(e) The term "Vehicle" shall mean any truck, wagon, cart, or any other conveyance or conveying device using the streets, alleys or any otner thorough-fares of the City of Fort Wayne.

(f) The term "Advertising" shall meanthe placing or causing to be placed of any advertising in any newspapers, the use of circulars, handbills, display windows, signs, radio, or any other method of advertising.

(g) The term "Fuel Merchant" shall mean any coal dealer, coal merchant, fuel dealer, fuel merchant, person, firm, corporation or association of any kind regularly engaged in the sale and/or delivery and/ or hauling of solid fuel, who maintains unloading, storage and service facilities commensurate with the nature of the business, equiped with and using wagon or truck scales or other approved weighing or measuring devices or sufficient size and capacity and maintained in condition accurately to weigh tha maximum load for which it is utilized, maintaining an office accessible to the public with a competent person on duty and who regularly carries a stock of solid fuel provided that no person, firm, corporation,association or organization of any kind shall engage in the sale and/ or deliver and/ or haul solid fuel in the City of Fort Wayne without having first complied and being subject to all rules and regulations as hereinafter set forth as applying to a "Fuel Merchant".

Section 2. That no person , firm, corporation or association of any kind, or fuel merchant as herein defined, shall engage in the sale and/ or delivery and/ or hauling, or offer for sale, deliver, or sell and/ or deliver and/ or haul, or attempt to deliver to any consumer within the city of Fort Wayne any solid fuel without first having duly received a license for that purpose, as herein after provided by this Ordinance.

Provided: That this ordinance shall not apply to the sale of solid fuel to recognized and regularly licensed fuel merchants in carload lots, not to the sa le of solid fuel in carload lots or truckload lots to industries, institutions, firms, individuals or other purchasers that receive delivery and use and consume solid fuel in carload lots.

Provided further: That the ordinance shall not prohibit any individual from hauling solid fuel for his own use from any regularly licensed fuel merchant. Delivery ticket, complying with all provisions of this ordinance to be furnished by such fuel merchant.

Section 3. All fuel merchants, persons, firms, corporations or associations desiring to sell and/ or deliver or haul solid fuel in the Cit. of Fort Wayne, shall make application in writing to the City Comptroller for a license so to do, on blanks which shall be supplied for that purpose, specifying, complying with, and giving the following information:

COAL

1. The name under which such business is to be operated.
2. The address of the principal office from which such business will be conducted.
3. The nature of the business or organization, as to whether or not the applicant is a person, firm, corporation or association.
4. The name of the owner or officers of such organization.
5. The location or address of all storage or delivery yards.
6. Location of scales used and their capacity, number of railroad switches and the name of railroads serving same.
7. That applicant is familiar with the terms of this Ordinance regulating the sale and/ or delivery or hauling of solid fuel.

(b) The City Comptroller shall upon the filing of an application for license notify the members of the Licensing Committee, hereinafter provided for, before whom said applicant shall appear in person at said committee's next regular meeting.

(c) In order to aid in the supervision of the sale and/ or delivery or hauling of solid fuel, and for the protection of life, health and property rights of the citizens of the City of Fort Wayne, a licensing Committee on Fuel Merchants is hereby created, which shall consist of five (5) members, appointed by the Mayor, which appointees shall be as follows: Two (2) City officials, one (1) labor representive, and one (1) fuel merchant and one (1) consumer.

(d) Said Committee shall meet on the first Monday of each month, or at a time reasonable and convenient to be designated by the Committee, upon notification by the City Comptroller that applications for a fuel Merchant's license in the City of Fort Wayne has been filed with said City Comptroller. Special meetings may be called by the chairman of said committee at any time deemed necessary upon writtn notice of all members.

(e) It shall be the duty of said Committee to verify all of the facts as set out by the applicant in application for a license and consider all complaints filed with the Comptroller's Office of Inspector of Weights and Measures. These complaints are to be filed on blanks provided for that purpose. Should the Committee find after thorough investigation that all of the requirements have been met and that all just complaints have been satisfied, it shall return the application to the City Comptroller with the recommendation that said applicant be granted a license. In no event shall a license be granted without such recommendation. It shall be the further duty of this Committee to make investigations of any licensee whom they might have reason to believe is not complying with the provisions of this Ordinance, or any other ordinance or law pertaining to the sale or delivery or hauling of coal.

Section 4. The license fee for the fuel merchant, person, firm, corporation or association of any kind, as contemplated in this ordinance shall be Twenty-five ($25.00) dollars plus Fifteen ($15.00) dollars for each and every additional branch delivery yard and sales office operated and maintained for the sale and/or delivery or hauling or solid fuel.

Section 5. The license of each fuel merchant, person, firm corporation or association of any kind, shall have a serial number as affixed and given by the City Comptroller, which serial number may be retained by the licensee from year to year, provided the license of said fuel merchant, person, firm, corporation or association

is properly renewed and granted. Said license shall authorize such fuel merchant, person, firm, corporation or association to engage in the retail business of fuel merchant as hereinbefore set out and defined for a period of one calendar year, and the full year's license fee shall be paid in each case, and under no circumstances shall any license be transferable or assignable. Only one license shall be granted to operate out of any one particular location.

Section 6. Each licensee operating under this ordinance, shall place and maintain conspiciously upon each delivery vehicle used, the serial number of said license, and the name of said individual, firm, corporation or association in letters and figures n less than three inches in height.

Section 7. All solid fuel sold and/or delivered or hauled, or attempted to be sold and/ or delivered or ahauled in the City of Fort Wayne, shall be sold by weight and the net weight of such solid fuel sold or to be delivered or hauled is to be determined within the corporate limits of the City of Fort Wayne before delivery is made to the consumer.

Section 8. It shall be unlawful for any fuel merchant, person, firm, corporation, or association to sell and/or deliver or haul, or attempt to sell and/ or deliver or haul within the City of Fort Wayne any solid fuel without providing the driver of the vehicle containing such solid fuel with duplicate delivery tickets for each lot sold of solid fuel contained therein, and without each of said duplicate tickets bearing thereon clearly, plainly and legibly, each of the following items pertaining to the lot of solid fuel in said vehicle, to which said ticket shall relate:

(a) The date of such delivery

(b) The name and address of the fuel merchant, person, firm, corpoartion or association selling and/ or delivering of hauling or attempting to sell and/ordeliver or haul such fuel.

(c) The name or identifying intiials of the party who weighed it.

(d) The name of number of the driver.

(e) The total or gross weight of said vehicle and its contained solid fuel.

(f) The Tare weight of said vehicle used.

(g) The net weight of said solid fuel

(h) The name and address of the person, firm, corporation or association to whom such solid fuel is to be delivered.

(i) The true, usual, and customary name of such fuel and the name of the state form which it was mined, except anthracite or pocahontas.

(j) The type of coke, whether by-product, gas-house, or petroleum coke.

(k) A description which will clearly indicate the size of the preparation and the character of the preparation, -i.e. whether lump, egg, stove, junior egg, nut, pea, mine run, slack or screenings.

Before unloading any of the lot of solid fuel therefrom , it shall be the duty of the driver of the said vehicle to deliver one of such duplicate delivery tickets pertaining to the lot of solid fuel to be delivered to the purchaser thereof, or to the party to whom delivery thereof is to be made and upon any demand or request of such purchaser or party or any peace officer or of the Inspector of the Weights and Measures of the City of Fort Wayne, or his deputy, it is hereby made the lawful

COPIA

duty of said driver and of said seller to promptly convey said loaded vehicle to a public scale that may be then agreed upon by the parties present in interest, or. in the absence of such agreement to a public scale selected by such officer or vendee or its representive, or to any private scale whose owner consents to the provisions hereof, where such driver shall deliver to any such peace officer or to the person in charge of such scale, one of the duplicate delivery tickets, where the total weight of said venicle and its contained load shall be ascertained and to thereupon deliver said solid fuel to the place where its delivery is to ve made, and to thereupon forthwith return to said same scale and permit the weight of said vehicle to be ascertained and the verification of said weight shown by said delivery tickets completed.

If upon verification, the weight of such solid fuel, as shown by said delivery tickets pertaining thereto, be found true and correct, such vendee shall pay the cost of and incident to such verification, which cost to him shall at no time exceed one dollar; otherwise, such cost shall be borne by the vendor of said solid fuel; provided, however, that in the event such verification discloses the net weight of said solid fuel to be incorrect, the vendor of such solid fuel may, within twenty-four hours after such verification, duly request an inspection of his scale, and the scale use in such verification, and if the inspection discloses that the scale of such vendor was correct and such verification scale incorrect, the owner of such verification scale shall pay the cost of said verification, and the inspection of both said scales; and provided further, that if both said scales be found by said inspector to be inaccurate in any respect in the judgmentof said inspector, said vendor shall pay the costs of said inspection and rescaling of his own scales. This section shall be cumulative with all other ordinances of this city, and with the laws of the State of Indiana in such respect, and nothing herein shall be construed to prevent the inspector of Weights and Measures, or his deputies from making inspection in their regular manner and demanding a verification at any time.

Section 9. Upon the demand of the Inspector of Weights and Measures or his deputy, or any peace officer, the person or persons in charge of any such load of solid fuel shall deliver to such officer all delivery tickets in his or their possession, and shall proceed at the direction of said officer to a suitable tested scale for the purpose of re-weighing such load of solid fuel to verify the correctness of the delivery ticket, all as provided in Section 8 of this Ordinance.

Section 10. It shall be unlawful for any fuel merchant, person,firm, corporation or association to substitute or mix solid fuels, or to cause the substitution or mixing of fuels, except when th solid fuel has been sold as such, and is clearly understood by the purchaser, and in such event each portion of such mixture shall be seperately weighed by the seller, and weights of each portion so ascertained shall be separately and distinctly designated on delivery ticket, all as provided for in Section 9 of this Ordinance.

Section 11. It is hereby declared unlawful for any fuel merchant, person, firm, corporation or association to sell, offer for sale, to deliver or haul, or attempt to deliver or haul, or to advertise any solid fuel by any name which is not the true, usual and customary name or local trade name or shippers or producers trade name of such solid fuel, together with the name of the state from which it was mined,

except anthracite or pocahontas coal, and also in the case of coke, whether by-product, gas, or petroleum coke, and also a description which will indicate the size of its preparation and the character of its preparations, i.e. whether lump, egg, stove or junior egg /nut, pea, mine run, slack, or screenings, provided, that for the protection of purchasers of solid fuel in the City of Fort Wayne, all solid fuel sold and/or delivered or hauled under the local or producers or shippers trade name shall first be registered with the Bureau of Weights and Measures of the City of Fort Wayne, upon blanks which will be furnished for that purpose, specifying that state wherein the coal was mined, to gether with the name or number of the district, mine, or seam from which it was mined and also a description which will indicate the size of its preparation and the character of its preparation.

Section 12. Every licensee operating under this Ordinance shall compute delivery ticket weight by using the last tare weight of delivery vehicle taken at least once a day for every day of dry weather, and twice a day in rainy weather or wet weather, daily record of tare weight of vehicles to be subject to inspection by City Inspector of Weights and Measures, or his deputies.

Section 13. No solid fuel may be delivered in the City of Fort Wayne before 7 o'clock A.M. or after 7o'clock P. M., nor at any time on Sunday, without a permit issued by the Police Department for good cause shown, provided, however, that the driver of a vehicle engaged in the delivery of solid fuel after 7 o'clook P.M. shall not be held in violation of this ordinance if he can show that his vehicle left its point of origin not later than 6 o'clock P.M. of the same day and date and that his delay was due to unavoidable causes.

Section 14. It shall be unlawful for any fuel merchant, person, firm, corporation or association to engage in the sale and/or delivery or hauling of solid fuel until a surety bond, or satisfactory evidence of a policy of insurance executed by a company, mutual association or reciprocal exchange legally authorized to execute such instruments in the State of Indiana shall have been filed with the City Comptroller of the City of Fort Wayne, fully protecting the interests of the City of Fort Wayne, said bond to be approved by the Licensing Committee,in no event however to be less than $2,000. Said bond or evidence of insurance shall be in force and effect and renewable annually.

Section 15. Any fuel merchant, person, firm, corporation or association violating any of the provisions of this ordinance, shall be guilty of a misdemeanor and upon conviction of the first offense shall be fined in any sum not to exceed $300.00, to which may be added imprisonment for a period of not longer than 6 months, and for the second or subsequent offense, shall be fined not less than $25.00 and such license shall be revoked. Provided, that any person guilty of altering with the intent to defraud any weight ticket or delivery ticket, or who shall in any measure be concerned in any fraudulent weighing of solid fuel shall be fined not less than $100.00 nor more than $300.00 together with imprisonment for not less than 30 days nor more than 6 months, and such license shall be revoked.

Section 16. The provisions of this Ordinance are severable, and if any of it provisions shall be held unconstitutionally, the decision of the court shall not affect or impair any of the remaining provisions of this Ordinance. It is

60AHd

hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provisions not been included herein.

Section 17. This ordinance shall become effective immediately after its passage by the Common Council and its approval by the Mayor of the City of Fort Wayne and legal publication.

FRANK W. KING, JR.

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of July, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1981

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of July, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 14th day of July, 1939

H. A. BARLS
Mayor

GENERAL ORDINANCE NO 1982

AN ORDINANCE ratifying and approving a certan contract entered into on the 26th day of June, 1939, by and between COIL CONSTRUCTION COMPANY, INC., party of the first part and the CITY OF FORT WAYNE, by and through its BOARD OF AVIATION COMMISSIONERS, party of the second part.

WHEREAS, heretofore on the 26th day of June, 1939, the City of Fort Wayne, Indiana, by and through its Board of Aviation Commissioners entered into a contract with the Coil Construction Company, Inc., which contract is in the following words, to-wit:

C O N T R A C T

THIS AGREEMENT MADE AND ENTERED INTO this 26th day of June, 1939, by and between Coil Construction Co., Inc., contractor, in the County of Allen, State of Indiana, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its BOARD OF AVIATION COMMISSIONERS OF THE CITY OF FORT WAYNE, of the County of Allen, State of Indiana, party of the second part, under and by virtue of the laws enacted by the General Assembly of the State of Indiana, entitled, "An Act authorizing cities of the second class to establish, construct, improve equip, maintain and operate airports and landing fields and establish a Department of Aviation in cities of a second class, defining its duties and powers; conferring certain powers upon the Common Council and Mayor of such cities in relation to such Aviation Department, repealing conflicting laws and declaring an

emergency approved March 9, 1929, and all laws supplemental or amendatory thereto," and, "an Act concerning municipal corporations approved March 6, 1905, and Acts amendatory and supplemental thereto."

WITNESSETH:

That the party of the first part covenants and agrees to construct and erect a building which is to be adjacent to and a part of the present administration building, to be constucted so as to conform with the general design and materials used in the present building in accordance with the plans and specifications on file in the office of the Board of Aviation Commissioners of the City of Fort Wayne, Allen County Indiana, located at the Municipal Airport on the Ludwig Road, and to furnish all labor and material whatsoever, and to do all work in a good workmanlike manner to the entire satisfaction of the Board of Aviation Commissioners and the City Civil Engineer in strict accordance with the terms and conditions of improvement motion or resolution adopted at a special meeting of the Board of Aviation Commissioners held in the offices of the Municipal Airport at 4:00 o'clock P. M., June 6, 1939, and said plans and specifications on file as aforesaid in the office of said Board of Aviation Commissioners.

Said additional improvements in the construction and erection of said building as per the specifications of labor and material required for the complete erection of an addition to the administration building for the Board of AViation Commissioners of the Municipal Airport, Fort Wayne, Indiana, to be constructed and completed for the sum of FOUR THOUSAND ONE HUNDRED SEVENTY-FIVE and NO/100 Dollars ($4175.00).

The party of the first part for the consideration hereinbefore expressed hereby expressly agrees to do the work for the above described improvements according to the terms and conditions hereof, and according to the plans and specifications for such workm on file in the office of the Board of Aviation Commisssioners of said City, and to the Satisfaction of said Board. The Resolution, profiles, plans and specifications herein referred to are hereby made a part of this contract as if fully and completely copied herein in full legnth.

It is further agreed by and between the parties to this contract that the party of the first part shall not assign the contract herein entered into without the written consent of said second party.

The party of the first part covenants and agrees with the party of the second part to start said improvement on or before July 15, 1939, and to complete said improvement by the 31st day of August, 1939, unless otherwose agreed to extend said time by the Board of Aviation Commissioners of said City, the said first party guarantees that said improvements will be done in a good workmanlike manner and good condition.

That the payment of said sum is to be made in the following manner, to-wit:

Beginning with the actual atart of the work by the contractor, the Board shall issue certificate of payment every thirty (30) days, These certificates to be based upon ninety (90) percent of the labor and materials actually worked into the building and seventy-five (75%) percent of the paterials delivered upon the premises, the percentages retained to be paid with the final settlement, whichshall be made not later than ten (10) days after the written acceptance of the completed work by

60410

the owners.

No payment except the final payment shall in any way be considered as an acdeptance of any workmanship, and no payment shall be issued for any thirty (30) day period during which the amount of work done since the 1st previous payment does not exceed the sum of One Hundred ($100.00) Dollars in the opinion of the Board of Aviation Commissioners.

The first party shall give a performance and completion bond. acceptable to second party, to the second party in the amount of one hundred (100%) percent of the contract price, the premium of said vond to be paid by the party of the second part for the faithful performance of the terms and conditions and completion of this contract and said plans and specifications on file as aforesaid in the office of the Board of Aviation Commissioners.

The contractor must provide proper compensation property damage liability insurance for the full protection of his workmen and for the general public and shall produce satisfactory evidence of such insurance as to himself, his said company and all subcontractors to the Board of Aviation Commissioners at the time of the signing of this contract, and that said first party will in all things comply with the terms and conditions of the Workmen's Compens tion Act of the State of Indiana in the performance of this contract.

That said second party simultaneously with the execution of this contract agrees to enter into a no-lien contract with the Board of Aviation Commissioners of the City of Fort Wayne, Allen County, Indiana, and is made a part hereof as if written out in full.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract, and after the engineers or Board of Aviation Commissioners shall have approved the completed work, and after the party of the second part shall have accepted the work.

That the party of the first part agrees to pay and to require of his subcontractors that they pay wage rates on the work covered by this contract, which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in paragraph number 21, "Rates and Wages," of the specifications on file in the office of the Board of Aviation Commissioners of the City of Fort Wayne,

That in accordance with Chapter 270 of the Acts of 1933 of the General Assembly of the Sta te of Indiana, the party of the first part agrees that in the hiring of employees for the performance of work under this contract that by reason of racr and color it will not discriminate against any citizensof the State of Indiana, who is qualified and available to perform the work to which the employment relates; the party ot the first part further agrees not to diacriminate against or intimidate any persons hired for the performance of any work under this contract on account of race and color; it is further agreed that there may be deducted from any amount payable to the party of the first part by the party of the second part, under this contract, a penalty of Five (5.00) Dollars for each calendar day during which such persons were discriminated against or intinidated in violation of the provisions of

the within contract, and it is further agreed that this contract may be cancelled or terminated by the party of the second part andall money due or to become due hereunder may be for feited for a second or subsequent violation of the terms and conditions of this section of the contract.

Under the plans and specifications providing for alternate bids the party of the first part is to completely cover the ceiling in the new building with acoustical tile, which is to be fastened or cemented on a rock lath ceiling whichis to be supplied by the first party as a part of these plans and specifications and included in the contract price herein. The ceiling covering specified in said alternate is to be in lieu of that under the caption of "Ceiling" in the General Specifications, as per the plans and specifications on file in the office of the Board of Aviation Commissioners.

The party of the first part agrees to sublet all brick work to Ehle Brothers and the excavation work to May Company, and they shall conform to the terms and conditions of the plans and specifications as provided for and will be responsible for the work to be done by them but in no way release the first party of their responsibility under the terms and conditions of this contract, and the first party shall be responsible to second party as if this provision was not included herein, and said first par ty shall be responsible to them for the payment of all work done and material furnished and all other provisions herein.

This contract although executed on behalf of the City of Fort Wayne by its Mayor and the Board of Aviation Commissioners, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City of Fort Wayne fail to approve the same within sixty (60) days after the date hereof, this contract shall become and be wholly void. To each of the conditions and stipulations of this contract the undersigned each for himself, binds itself, its successors and assigns.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS
Mayor

BOARD OF AVIATION COMMISSIONERS

J. R. McCULLOCH pres.

ROBERT KLAEHN vice pres.

PETER M. CERTIA

AUGUST H. WITTE

Approved

WALTER HELMKE
City Attorney

COIL CONSTRUCTION COMPANY, INC.

CECIL D. COIL
President

DESHA S. COIL
Secretary

ARTHUR H. SCOTT
ATTEST: Secretary
Board of Aviation Commissioners

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

60AHd

Section 1. That the contract heretofore entered into on the 26th day of June, 1939, as fully set out above, and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HAROLD A. HART

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of July, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 1982

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of July, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 14th day of July, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1983

AN ORDINANCE repealing General Ordinance Number 1927 being "An Ordinance amending Section 2 and Section 3 of General Ordinance No. 1900, passed by the Common Council on the 9th day of March, 1937 concerning the construction and operation of a sewage treatment and disposal plant".

WHEREAS, on March 9th, 1937, the Common Council of the City of Fort Wayne passed General Oridnance No. 1900, being, "An Ordinance concerning the construction and operation in the City of Fort Wayne, Indiana, of a Sewage Treatment and Disposal Plant and Intercepting and Other Sewers and Mains, and matters connected therewith", which ordinance authorized the construction of a Sewage Disposal Plant and a Sewage System and appurtenances thereto in the sum of $5,160,00; and,

WHEREAS, this authority was contingent upon a Federal Grant; and,

WHEREAS, it subsequently appeared that the Federal Grant would not be obtained by the City of Fort Wayne, the Common Council of the City of Fort Wayne, on December 28, 1937, passed General Ordinance No. 1927 limiting the expenditures for a Sewage Disposal Plant and Sewage system to $3,000,000.00; and

WHEREAS, on the 24th day of June, 1938, the Federal Government made a grant in the sum of $2,322,000 to the City of Fort Wayne to assist in the construction of a Sewage Disposal Plant and Sewage system;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That General Ordinance No. 1927, being "An Ordinance amending

Section 2 and Section 3 of Genaral Ordinance No. 1900, passed by the Common Council on the 9th day of March, 1937, concerning the construction and operation of a sewage treatment and disposal plant" is hereby repealed.

Section 2. That General Ordinance No. 1900, being "An Ordinance concerning the construction and operation in the City of Fort Wayne, Indiana, of a Sewage Treatment and Disposal Plant and Interecepting and Other Sewers and Mains, and matters connected therewith" is hereby ratified, confirmed and considered in full force and effect.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of July, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1983

ARNO. C SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of July, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 14th day of July, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO, 1984

AN ORDINANCE authorizing the Board of Public Works to sell certain scrap copper, iron, steel and brass, and certain obsolete and used machinery owned by the Municipal Electric Light and Power Works as amended this 25th day of July 1939.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section1. That the Board of Public Works be and is hereby authorized to sell the following obsolete junk equipment, to-wit:

Approximately 100 - Tons of Cast Iron and Steel

" 1000 - Lbs. of Brass

" 35 - Tons of Copper baled

1 - Century Induction Motor
Type SC- Frame SC-1-1/2B- 3 phase, 1-1/2 HP, 1750 RPM, 60 cycles, 220 volts, 4.7 amp, S#757415

1 - General Electric Induction Motor
Type KT160-4-5-1800, Form C, 60 cycles, 220 volts, 12 amps, 5 HP, 3-phase, 1800 RPM

1 - Yar Way Unloader
Size 5, Type 3434, No. 1963 (Yarnell Waring Co.)

EH&G 6046

1 - Westinghouse Electric Induction Motor
Model #62818, Type KT-26-4-2-1800, Form C, 60 cycles, 3-phase, 5.37 amps, 220 volts, 1800 RPM, 2HP, S#4749761

1 - Robbins & Meyers Induction Motor
3-phase, 60 cycles, 220 volts, 1800 RPM, 5.4 amps, Fr. #620, 2HP, Type 1, S#840125

1 - G. E. Induction Motor
Model #5k225A18, Frame #225, Type K, 220/440 volts, 60 cucles, 3-phase, 6.12 amps, 1200 RPM, 2HP

1 - G. E. Induction Motor
Model #64A18, Type KT934-6-2-12--, Form C, 221 volts, 60 cycles, 3-phase, 5.7 amps, S#4906141, 2HP, 1200 RPM

1 - Wagner Induction Motor
Type BP, Model 11T, 3-phase, 60 cycles, 2HP, 1700 RPM, 5.5 amps, 220/440 volts, S#137811

1 - G. E. Induction Motor
Model #64A18, Type KT934-6-2-1200 RPM, Form C 60 cycles, 220 volts, 5.7 amps, S#4910649, 2HP, 3-phase

1 - G. E. Magnetic Switch
CR7006-131, Cat. #3652800-G3, 221 volts, 60 cycles, with heater coils
50 HP at 221 volts 3-phase
100 HP at 440 volts 3-phase
125 HP at 550 volts 3-phase

1 - G. E. Magnetic Switch
CR7002-D3, Cat. #1775050-G2, 220 volts, 60 cycles, 5HP

1 - G. E. Magnetic Switch
CR7006-D4, Cat. #1773589-G2, 15 HP, 220 volts 60 cycles, 3-phase

1 - G. E. Magnetic Switch
CR7006-D4, Cat. #1773589-G2, 15HP, 220 volts 60 cycles, 3-phase, with overload reset

1 - Westinghouse Enclosed Switch
Type WK62, 200 volts, 3 pole, 250 volts, Style #K62110

1 - G. E. Magnetic Switch
CR7006-D4, Cat. #1773589-G2, 15 HP, 220 volts, 60 cycles, 3-phase, with overload reset

1 - G. E. T-108A Controller No 299238
(G. E. Co.)

Oil Switches as follows

Approximately 5 Westinghouse Type F10 Oil Circuit Breaker
200 amp, 2500 volts

" 5 G. E. Type FK20 Oil Circuit Breakers 200 amp, 2500 volts

1 - Buffalo Forge Co. Fan
Style 7 S.O.A35665

1 - Exciter Set consisting of
One Curtis Turbine #4610, 25KW, 3600 RPM, Form A, 160 lbs. pressure (Made by G. E. Co.) and One G. E. Direct Current Generator No. 164404, Type CC, 25KW, 3600 RPM, 125 volts, 200 amps.

1 - Turbo-Exciter Set as follows:
One G. E. Co. Curtis Turbine, 25KW, Form A, 3600 RPM, 160 lbs. prs.ure and One G. E. Co. Direct Current Generator, Type CC, 25KW, 3600 RPM, Form T, 200amps, 125 volts, and
One Westinghouse Steam Turbine, Speed, 3450, No. 4843 and
One Westinghouse Reduction Gear No. 746, Gear Ratio 3450 to 1160

1 - G. E. Motor
#1702740, Type MTC5200-6, 7-1/2 HP, 1200 RPM, Form C2, 220 volts, 60 cycles, 3-phase, 22.2 amps, Slip Ring less starter

1 - Ideal Electric Motor
Type Ave, #34652, 7-1/2 HP, 220 volts, 1200 RPM, 3-phase, 60 cycles, 22 amps, Fr. A60-12, Slip Ring motor less starter

1 - 18" Master Steam Gauge
400 lbs. pressure Scale 0 to 400, with illuminated dial

1 - Reco Sign Flasher
S#A93325, Type S, 330 watts, 110 volts, 60 cycles, AC Connected to 1/20 HP Reynolds Motorm 110 volts, 1/2 amp, 60 cycles, 1750 RPM, Motor #A93220, Type SIB51614

Approximately 500 - G. E. Pellet Type Lightning Arresters
5,000 V - G. E. No. 9LA10-A2

Approximately 27 - Disconnecting Switches
Cat. #T1988942-G1, Type RLG207-2901,
1500 volts, 300 amps

" 3 - Disconnecting Switches
#T1988942-G5, 300 amps, 2500 volts,
Type LG207

1 - 16" Vertical Check Valve

6 - 6" Crane, Outside stem and yoke, 125 lbs. working steam pressure, flanged ends

5 - 2-1/2"Jenkins, Outside stem and yoke, 250 lbs. working steam pressure, flanged ends

1 - 2-1/2" Crane, Non-rising stem, 125 lbs. working steam pressure, flanged ends

1 - 4" Crane, Nonrising stem, 250 lbs. working steam pressure, flanged ends

1 - 6" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged ends

1 - 8" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged ends

2 - 5" Crane, Non-rising stem 125 lbs. working steam pressure, flanged ends

6 - 4"Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged ends

10 Assorted - 6" Crane, Lukenheimer, Outside stem and yoke, 250 lbs. working steam pressure, flanged ends

1 - 4" Jenkins, Non-rising stem, 125 lbs. working steam pressure, flanged ends

1 - 10" Crane, Outside stem and yole, 250 lbs. working steam pressure, 2" by-pass valve, outside stem and yoke

6 - 2-1/2" Crane Non-rising stem, 125 lbs. working steam pressure, screw end

1 - 2-1/2"Globe Valve, Non-rising stem, 125 lbs. working steam pressure, Screw end

1 - 1-1/2" Globe Valve, Non-rising stem, 250 lbs. working steam pressure, screw end

1 - 7" Crane Valve, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

2 - 7" Lukenheimer, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 7" Crane, Non-rising stem, 250 lbs. working steam pressure, flanged end

1 - 6" Lukenheimer, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

3 - 4" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 4" Crane, Outside stem and yole, 125 lbs. working steam pressure, flanged end

1 - 4" Crane, Non-rising stem, 125 lbs. working steam pressure, flanged end

1 - 3" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged ends

1 - 4" Crane, Non-rising stem, 125 lbs. working steam pressure, flanged end

1 - 4" Lukenheimer, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 3-1/2" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 4" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

2 - 3" Lukenheimer, Outside stem and yoke, 250 lbs. working steam pressure,

60463

flanged end

1 - 2-1/2" Lukenheimer, Outside stem and yoke, 250 lbs working steam pressure, flanged end

1 - 2-1/2" Globe, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 3" Crane, Outside stem and yoke, 125 lbs. working steam pressure, screw end

1 - 2" Globe, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 2" Crane, Outside stem and yoke, 125 lbs. working steam pressure, flanged end

1 - 3" Pratt and Cady, Outside stem and yoke, 125 lbs working steam pressure, screw end

1 - 2" Lukenheimer, Outside stem and yoke, 125 lbs. working steam pressure, screw end

1 - 3" Crane, Non-rising stem, 125 lbs. working steam pressure, screw end

1 - 3-1/2" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 2" Eclipse Globe regulator valve

1 - 2" Crane, Outside stem and yoke, 250 lbs. working steam pressure, flanged end

1 - 5" Crane, Outside stem and yoke, Angle valve, 125 lbs. working steam pressure, screw end

1 Group of Used Poles of assorted sizes

1 Group of Used Tires all sizes

and that the said Board of Public Works, through the City Attorney, shall file in Circuit Court a petition for appointment of appraisors to appraise said property

Section 2. That this be in full force and effect upon and after it approval and passage by the Mayor

JOHN HOLLER

CHARLES E. MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of July, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO.1934

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 26th day of July, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 26th day of July, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1985

An Ordinance fixing the tax levy for City purposes for the year 1940.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana, that a levy of sixty-seven cents (.67) upon each One Hundred Dollars of the assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1940, same to be divided as follows:

General Fund	$ .455
Sinking Fund	.05
Police Pension	.019
Firemen's Pension	.024
River Improvement & Flood Prevention	.01
Fort Wayne Art School	.002
City Plan & Zoning	.002
Aviation Commission	.0105
Park General	.0715
Park Playgrounds	.009
Park Tree Preservation	.007
North Side Track Elevation	.01
TOTAL LEVY	$ .67

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two dollars ($2.00) during said year 1940.

Section 3. That all taxes shall be collected in semiannual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor

BEN F. BENNETT

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, ehld on the 22nd day of August, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1985

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 23rd day of August, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 23rd day of August, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1986

AN ORDINANCE declaring the making of unnecessay noises upon, near or adjacent to the streets, highways and other public places in the City of Fort Wayne Indiana, to be a public nuisance, providing penalties therefor and prescribing the procedure in such cases.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

6040

Section1. That the making of unnecessary noises upon, near or adjacent to the streets, highways and other places in the City of Fort Wayne, Indiana, is hereby declared to be a public nuisance, The enumeration of the particular offenses hereinafter particularly defined shall not be construed as limiting the generality of this section, or limiting the offenses hereunder to the particular offenses hereinafter enumerated.

(a) The sound of any horn or signal device on any automobile, motorcycle, bus street car or other vehicle while not in motion, except as a danger signal if anotner vehicle is approaching apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for unnecessary and unreasonable period of time.

(b) The use of any automobile, motorcycle, or vehicle with appurtenances attached thereto so as to create loud or unneces ary grating, grinding, rattling or other noise.

Section 2. The provisions of this ordinance shall not apply to celebrations on Halloween and legal holidays and celebrations in connection with duly authorized parades.

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in a sum not to esceed One Hundred ($100.00) Dollars.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of August, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1936

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 23rd day of August, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 23rd day of August, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1987

AN ORDINANCE ratifying and approving a contract entered into on the 1st day of August 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and Charles R. Wermuth and Son, Inc., hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 1st day of August, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with Charles R. Wermuth and Son, Inc., hereinafter called the "CONTRACTOR", which contract is in the following words and figures to-wit:

CONTRACT

for the

SEWAGE TREATMENT PLANT AND APPURTENANCES

DIVISION "C" CONTRACT NO. 14

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 1st day of August, 1939, by and between Charles R. Wermuth and Son, Inc., 1036 St. Mary's Ave., Fort Wayne, Indiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Sewage Treatment Plant and appurtenances identified as Division "C" Contract No. 14 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price as follows:

Base Proposal One Million, One Hundred Ninety Seven Thousand, seven Hundred and Eight ($1,197,708.00)

COPIED

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neitner the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That neitner the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee for the performance of work under this contract on account of race or color:

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which person was discriminated against of intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within three hundred (300) consecutive days after and including the date stated in the Notice to Proceed and it is expressly understood and agreed that Time Is The Essence of this Contract and that the Owner will suffer lossess and addaitional costs by reason of loss of revenues, interest, and espenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from the money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION 1
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials

   Detail Specifications

   Addendum Numbers 1 2 3 4 5 6

6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and description brought against the City of Fort Wayne for, or on account of any such injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents,or employees, subcontractors , or their employees, in the execution of said work; or by or in consequence of nay negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE VII UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to or deductions from the work to be performed under this contract are required.

ARTICLE VIII

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor 1036 St. Mary's Ave. Charles R. Wermuth and Son, Inc., Fort Wayne, Indiana by and through (_____) A. C. Wermuth, Pres.-Treas. and Muriel L. Wermuth, Sec. have hereunto respectively set their names in triplicate, the day and year first written above.

Charles R. Wermuth & Son, Inc.
CONTRACTOR

(SEAL)

By A. C. Wermuth, Pres.-Treas.

Attest:

By _____

Muriel L. Wermuth
Secretary
Title

_____
Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS
ROBERT G. BEAMS
DAVID LEWIS
JOHN H. JOHNSON

Attest:
CHAS. F. REDD
(SEAL)

Approved by the Mayor of the City of Fort Wayne, this 1st day of August, 1939.
HARRY W. BAALS

Approved as to form and legality
By WALTER E. HELMKE
City Attorney

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 1st day of August, 1939, as fully set out above be and the same is hereby ratified and adopted

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES E. MOSES-ERING

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of August, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1937

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 23rd day of August, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 23rd day of August, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1938

AN ORDINANCE regulating traffic upon the public streets of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be unlawful for any driver or owner of any vehicle to park such vehicle between the hours of 3:00 P. M. and 10:00 P. M. on Mondays, Thursdays, and Saturdays on the West side of Monroe Street from the south line of Dalman Street to the north line of Wiebke Street.

Section 2. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its legal publication.

HAROLD A. HART

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---7---Nays---2).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of September, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 1988

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 14th day of September, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 14th day of September, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1989

AN ORDINANCE ratifying and approving a contract entered into on the 12th day of September, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "Owner" and Schweigman-Witte Company, hereinafter called the "Contractor"

Whereas, heretofore on the 12th day of September, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "Owner", entered into a contract with Schweigmann-Witte Company, hereinafter called the "Contractor", which contract is in the following words and figures,to-wit

CONTRACT

for the

FURNISHING AND INSTALLATION

of the

PLUMBING AND HEATING

for the

SEWAGE TREATMENT PLANT

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

COPIED

THIS CONTRACT, made the 12th day of September, 1939, by and between Schwegman-Witte Company, Fort Wayne, Indiana, hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the furnishing and installation of the Plumbing and Heating for the Sewage Treatment Plant identified as Division "C" Contract No. 15 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents: including any and all addenda, prepared by Chas. W. Cale, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the Contract price as follows:

Base proposal Twenty seven thousand eight hundred seventy four and no cents ($27,874.00)

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

ARTICLE III NON DISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract of any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort

Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within two hundred fifty (250) consecutive calendar days after and including the date stated in the Notice to Proceed and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications, (General Conditions SECTIONII)
3. Notice to Bidders
4. General Specifications for Workmanship and Materials

   Detail Specifications

   Addendum Numbers 1 2 3 4
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by th Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor , or of his employees, or of any of his sub-

6016

contractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and description brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees subcontractors, or their employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any ommission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claims for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE VII UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to or deductions from the work to be performed under this contract are required.

2. Supplementary Schedule of Unit Prices for Fixing Cost Basis for Changes. The following unit prices will apply in the event additions to or deductions from the work required in the base bid are ordered:

	Type of Work	Unit	Unit Price
No. 1	Excavation	Per Cubic Yard	$
		Dollars	2.00
No. 2.	Formwork for Concrete	Per Square Foot	
		Dollars	.35
No. 3	Class "A" Concrete in Place	Per Cubic Yard	
		Dollars	15.50
No. 4	4 Inch Copper Steel pipe (Galvanized) in Place (complete including fittings)	Per Lineal Foot	
		Dollars	1.75
No. 5	3 Inch Copper Steel Pipe (Galvanized) in Place (complete including fittings)	Per Lineal Foot	
		Dollars	1.30
No. 6	2 Inch Copper Steel Pipe (Galvanized) in Place (Complete including fittings)	Per Lineal Foot	
		Dollars	1.99
No. 7	1 1/2 Inch Copper Steel Pipe (Galvanized) in Place (complete including fittings)	Per Lineal Foot	
		Dollars	.75
No. 8	4 Inch Gate Valves in Place	Each	
		Dollars	60.00
No. 9	3 Inch Gate Valves in Place	Each	
		Dollars	45.00
No. 10	2 Inch Gate Valves in Place	Each	
		Dollars	15.00

No. 11 1 1/2 Inch Gate Valves in Place Each

_____Dollars 11.00

No. 12 Hot Water Pipe Insulation, pipe 4 to 6 Inches Inclusive Per Lineal Foot

_____Dollars 1.25

No. 13 Hot Water Pipe Insulation, Pipe 2 to 4 Inches Inclusive Per Lineal Foot

_____Dollars .85

No 14 Hot Water Pipe Insulation, Pipe 2 Inches and Smaller Per Lineal Foot

_____Dollars .60

No. 15 Cold Water Pipe Insulation, Pipe 4 to 6 Inches Per Lineal Foot

_____Dollars 1.25

No. 16 Cold Water Pipe Insulation, Pipe 2 to 4 Inches Per Lineal Foot

_____Dollars .85

No. 17 Cold Water Pipe Insulation, Pipe 2 Inches and Smaller Per Lineal Foot

_____Dollars .60

ARTICLE VIII Contractor's Accepted Bid Price

Item No.	Description and Approximate Quanity	Item Extension
c-15-1	For furnishing all labor, materials, equipment and supplies, and making the complete installation of the plumbing systems at the following lump sum price Nine Thousand Six Hundred Ninety ($ 9,690.00)	($ 9,690.00)
c-15-2	For furnishing of all labor, materials, equipment and supplies, and making the complete installation of the heating system as shown and specified for the following lump sum price Eighteen Thousand One Hundred Eighty-Four ($ 18,184.00)	($ 18,184.00)
	Total Item Extension	($ 27,874.00)

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor Schwegman-Witte Co. by and through Fort Wayne, Indiana have hereunto respectively set their names in triplicate, the day and year first written above.

SCHWEGMAN-WITTE CO.
Contractor

(SEAL)

By A. H. WITTE
Secy. and Treas.

Attest:

J. F. SCHWEGMAN

President
Title

CITY OF FORT WAYNE, INDIANA

by and through its

BOARD OF PUBLIC WORKS

Attest:

CHAS F. HESS
Secretary of Board of Public Works

(SEAL)

ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON

Approved by the Mayor of the City of Fort Wayne, this day of September 12th, 1939.

H. W. BAALS

Approved as to form and legality

By WALTER E. HELKE
City Attorney

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract heretofore entered into on the 12th day of September, 1939, as fully set out above be and the same is hereby ratified and adopted.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of September, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1939.

HAROLD A. HART
Vice President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of September, 1939

LEONARD H. ELLENWOOD
City Clerk

Approved this 29th day of September, 1939

H. W. BAALS
Mayor

GENERAL ORDINANCE NUMBER 1990

AN ORDINANCE changing the name of COOK AVENUE, a street and public highway in the City of Fort Wayne, Indiana, from the east line of Parnell Avenue to the west line of Woodrow Avenue, to NORTHLAWN DRIVE.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the name of Cook Avenue, a street and public highway in the City of Fort Wayne, Indiana, from the east line of Parnell Avenue to the west line of Woodrow Avenue, be changed to Northlawn Drive.

Section 2. That this ordinance shall be in full force and effect from and after it passage and approval by the Mayor.

CHARLES E. MOLLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of October, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attacned and known as GENERAL ORDINANCE NO. 1890

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of October, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 20th day of October, 1939.

H. W. BALLS
Mayor

GENERAL ORDINANCE NO. 1991

AN ORDINANCE regulating traffic upon the public streets of the City of Fort Wayne, Indiana, as amended this 10th da. of October, 1939.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be unlawful for any driver or owner of any vehicle to stop or park, orallow or permit said vehicle to stop or park upon the following street and public highways in the City of Fort Wayne, Indiana, to-wit:

On the south side of Swinney Avenue from the west line of Broadway to the east line of College Street.

On the south side of Bavilla Avenue from the east line of Beaver Avenue to a point 225 feet east.

On the east side of Brooklyn AVenue from the south line of Taylor Street to the north line of Brown Street.

On the west side of Brooklyn Avenue from the south line of Taylor Street to a point thirty-five feet south.

Section 2. Any person, firm or corporation violating any of the provisions

6044d

of this ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 3. That this ordinance shall be in full force and take effect from and after its passage and approval by the Mayor and its legal publication

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of October, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1891

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of October, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 20th day of October, 1939.

H. W. BALS
Mayor

GENERAL ORDINANCE NO. 1892

AN ORDINANCE ratifying and approving a contract entered into on the 3rd day of October, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and W. A. Sheets & Sons, Inc., hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 3rd day of October, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with W. A. Sheets & Sons, Inc., hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

CONTRACT

for the

FILTRATION PLANT WASTE SEWER,

AND IMPROVEMENTS TO TECUMSEH AND

HORTON STREET PUMPING STATIONS

DIVISION "C" CONTRACT NO. 17

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 3rd day of October, 1939, by and between W. A. Sheets & Sons, Inc., Fort Wayne, Indiana, hereinafter called the "Contractor", and

the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to preform and to complete in a workmanlike manner all the work required for the construction of the Filtration Plant Waste Sewer, and Improvements to Tecumseh and Morton Street Pumping Stations, identified as Division "C" Contract no. 17 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any andall addenda, prepared by Chas. W. Cole, Engineer, acting, andin these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price and/or lump sum price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the day of ,1939, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quanities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated inviolation of the provisions of this contract; and

(d) That this contract may be canceled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or subsequent violation of the terms and conditions of this section

60AIB1

of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately follwoing the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within two hundred (200) consecutive calendar days after and including the date stated in the Notice to Proceed and it is expressly understood and agreed that Time is The Essence of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being dufficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications, (General Conditions SECTION II)
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and materials

   Detail Specifications

   Addendum Numbers 1 2 ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may/be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and descrip-

tion brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, subcontractors, or their employees, in the execution of said work; or by in consequence or any negligence in guarding the same; or by or on account of any omission or act or the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled,and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE VII UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to or deductions from the work to be performed under this contract are required.

ARTICLE VIII Contractor's accepted bid price.

Item No.	Description and Approximate Quantity	Item Extension
c-17-1	For furnishing all labor, materials, equipment and supplies required for the complete construction of the Filtration Plant Sewer, River Siphon, Riser Shaft, Regulator, River Intake Structure and Piping, Manholes and Appurtenances, at the following lump sum price Forty Six Thousand Five Hundred Dollars ($ 46,500.00)	($ 46,500.00)
c-17-2	For furnishing all labor and materials required and installing new equipment, repairing, and furnishing all appurtenances for the two (2) existing Pumping stations, identified as Morton Street and Tecumseh Street Stations, at the following lump sum price Twelve Thousand Six Hundred Seventy Five Dollars ($ 12,675.00)	($12,675.00)
c-17-3	For furnishing all labor and materials for constructing complete, the Hanna Street Chlorinator Station, including electric wiring, piping, all connectins to the chlorinator equipment (furnished by others), and furnishing and installing the Chlorination feed line and venilation sewer, at the following lump sum price ($)	($no bid)
	Lump Sum bid price total of items C-17-1, C-17-2, and C-17-3	($ 59,175.00)

For the above contract price, the Contractor proposes to furnish equipment of the following make of manufacture.

60AHd

Item	Make of Manufacture
Screenings Grinders	Jeffrey Mfg. Co.
Sewer Regulator	Brown and Brown
Oil Burning Heaters	Evans

	Type of Work	Unit	Unit Price
No. 1	Gravel Fill in Place	Per Cubic Yard	$ 1.75
No. 2	Piling (Bid Price Not Accepted)	Per Lineal Foot Dollars	
No. 3	Excavation	Per Cubic Yard Dollars	1.00
No. 4	Formwork for Concrete	Per Square Foot Dollars	.20
No. 5	Class "A" Concrete in Place	Per Cubic Yard Dollars	9.50
No. 6	Class "B" Concrete in Place	Per Cubic Yard Dollars	9.00
No. 7	Reinforcing Steel in Place	Per Pound Dollars	.05
No. 8	Waterproffing (Iron Coat)	Per Square Foot Dollars	.06
No. 9	Waterproofing (Type M 304)	Per Square Foot Dollars	.15
No. 10	Bell and Spigot Cast Iron in Place	Per Ton Dollars	100.00
No. 11	Flanged Cast Iron Pipe in Place	Per Ton Dollars	190.00
No. 12	Brickwork (face)	Per Thousand Dollars	65.00
No. 13	Chlorine Pipe (Rubber Lined)	Per Foot in Place Dollars	No Bid
No. 14	Structural Steel (Shapes Cut to Length)	Per Pound in Place Dollars	.06
No. 15	Structural Steel Fabricated Shapes	Per Pound in Place Dollars	.08

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor

_____ by and through

(_____) _____ have hereunto respectively set their names in triplicate, the day and year first written above.

W. A. Sheets & Sons, Inc.
CONTRACTOR

(SEAL)

W. A. Sheets, Pres

Attest:

By _____

A. Sheets

_____
Title

Sec.
Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS

Attest

Chas F. Hess
Secretary of Board of Public Works

(SEAL)

Robert G. Beals

David Lewis

John H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 3rd day of October, 1939.

H. W. Baals

Approved as to form and legality

by Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA
SEWERS AND SEWAGE TREATMENT PLANT PROJECT
P.W.A. DOCKET INDIANA 1081-F
CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned W. A. Sheets & Sons, Inc. of Fort Wayne, Indiana as principal, and Standard Accident Insurance Company of Detroit, Michigan as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Fifty-Nine Thousand One Hundred Seventy-Five and 00/100 Dollars ($59,175.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 3rd day of October, 1939.

The condition of this obligation is such that whereas the above named principal did, on the 3rd day of October, 1939, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Filtration Plant Waste Sewer and Improvements to Tecumseh and Morton Street Pumping Stations for the sum of Fifty-Nine Thousand One Hundred Seventy-five and 00/100 Dollars ($59,175.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said prinicpal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein:

Now, if said principal shall well and faithfully do and perform the things agreed by them to be done and perform according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking

directly inures to the benefit of subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgment rendered against the City of Fort Wayne, as aforesaid, in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of said Contractor, or its agents, employees or workmen in the premises, and also that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under the said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, We have this 3rd day of October, 1939, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

Yaste & Zent

By G. T. Zent-Bond Agent

SEAL

Wayne A. Sheets
Sec.

SEAL

W. A. Sheets & Sons, Inc.
Principal

By W. A. Sheets, President
Authorized Agent

Standard Accident Insurance Co.
Surety

By E. M. Curry
Attorney - in - fact

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came W. A. Sheets & Sons, Inc.

By W. A. Sheets, Pres., as principal, and E. M. Curry of the Standard Acc. Ins. Co., Attorney in Fact, for said Standard Acc. Ins. Co., as surety, with both of whom I am

personally acquainted, and acknowledge that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 3rd day of October, 1939.

Helen Sheets
Notary Public

My commission expires 11 day of February, 1941.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCI OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 3rd day of October, 1939, as fully set out above be and the same is hereby ratified and adopted

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of October, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1892

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 26th day of October, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 26th day of October, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NUMBER 1993

AN ORDINANCE approving a contract with Indiana Service Corporation

WHEREAS, heretofore, to-wit: On the 30th day of October, 1939, the City of Fort Wayne, by and through its Board of Public Works, entered into the following contract with Indiana Service Corporation, an Indiana Corporation, to-wit:

THIS AGREEMENT, made and entered into this 30th day of October, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City", acting by and through its Board of Public Works, party of the first part, and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation", party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, andafter considering the density of passenger traffic, ser-

60Ahd

vice to the greatest number under prevailing conditions and the present condition of its street railway system, Proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as hereinafter named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained:

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its sucessors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equiped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets		
Calhoun Street	Superior Street	and	Sherwood Terrace
Sherwood Terrace	Calhoun Street	and	Calumet
Calumet Avenue	Sherwood Terrace	and	Calhoun Street
Creighton Avenue	Broadway	and	Calhoun Street
Wallace Street	Calhoun Street	and	John Street
John Street	Wallace Street	and	Creighton Avenue
Creighton Avenue	John Street	and	Anthony Blvd.
Lewis Street	Calhoun Street	and	Anthony Blvd
Anthony Blvd	Lewis Street	and	Wayne Trace
Wayne Trace	Anthony Blvd	and	Warren Street
Warren Street	New Haven Ave	and	Wayne Trace
New Haven Ave	Wayne Trace	and	Bueter Road
Bueter Road	New Haven Ave	and	Pontiac Street
Jefferson Street	Calhoun Street	and	Harmer Street
Harmer Street	Jefferson Street	and	Washington Blvd
Washington Blvd	Harmer Street	and	Wabash Avenue
Wabash Avenue	Washinton Blvd	and	Maumee Avenue
Maumee Avenue	Wabash Avenue	and	Warren Street
Warren Street	Maumee Avenue	and	Pittsburg Street
Main Street	Broadway	and	Columbia Street Bridge
Broadway	Creighton Avenue	and	Main Street
Columbia Avenue	Bridge	and	Kensington Blvd
Superior Street	Calhoun Street	and	Spy Run Avenue
Spy Run Avenue	Superior Street	and	State Street
State Street	Spy Run Avenue	and	LeRoy Avenue
LeRoy Avenue	State Street	and	Lynn Avenue
Lynn Avenue	Around parkway	in	LeRoy Avenue
Columbia Street	Clinton Street	and	Harrison Street
Harrison Street	Columbia Street	and	Main Street
Clinton Street	Columbia Street	and	Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect operate, maintain, repair and renew poles, supports, span wires, transmission and feeder

wires, tolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or in behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars ($232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistant common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however, all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars ($116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to

04469

the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue session without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets		
Clinton Street	State Street	and	Penn Avenue
Penn Avenue	Between Branches	of	Clinton Street
State Street	Clinton Street	and	Spy Run Avenue
Spy Run Avenue	State Street	and	Clinton Street
Taylor Street	Broadway	and	Townsend Street
Nelson Street	Taylor Street	and	Stophlet Street
Stophlet Street	Nelson Street	and	Broadway
Broadway	Stophlet Street	and	Taylor Street
Jefferson Street	Broadway	and	Garden Street
Van Buren Street	Jefferson Street	and	Washington Blvd.
Washington Blvd	Van Buren Street	and	Broadway
Broadway	Washington Blvd	and	Jefferson Street
Wells Street	Huffman Street	and	State Street
State Street	Wells Street	and	St. Marys Avenue
St. Marys Avenue	State Street	and	Goshen Avenue
Goshen Avenue	St. Marys Avenue	and	Sherman Blvd
Sherman Blvd	Goshen Avenue	and	State Street

and on each and all of the streets,alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State Of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars ($15) per annum for each motor bus of the Corporation in regular and schedule operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) month's period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents ($7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) month's period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution

60410

duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may, upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last (90) ninety days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets		
State Street	Spy Run Avenue	and	Randalia Drive
Spy Run Avenue	State Street	and	Clinton Street
Columbia Street	Clinton Street	and	Kensington Blvd
Main Street	Clinton Street	and	Lafayette Street
Lafayette Street	Main Street	and	Jefferson Street
Jefferson Street	LaFayette Street	and	Harmer Street
Harmer Street	Jefferson Street	and	Washington Blvd
Washington Blvd	Harmer Street	and	Glasgow
Lewis Street	Calhoun Street	and	Anthony Blvd
Maumee Avenue	Fletcher Street	and	Priv. R. of Way
Reynolds Street	Warren Street	and	Summer Street
Summer Street	Reynolds Street	and	Schele Avenue
Schele Avenue	Summer Street	and	Edsall Avenue
Edsall Avenue	Raymond Avenue	and	Schele Avenue
Calhoun Street	Pontiac Street	and	Congress Street
Taylor Street	Broadway	and	Aramore Avenue
Wallace Street	Calhoun Street	and	John Street
John Street	Wallace Street	and	Creighton Avenue
Creighton Avenue	John Street	and	Anthony Blvd

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric streets cars operated on rails or tracks in or upon any or

all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus services rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets	
State Street	St. Marys Avenue	and Highlands Blvd
Highlands Blvd	State Street	and Purdue Street
Purdue Street	Highlands Blvd	and Cambridge Blvd
Cambridge Blvd	Purdue Street	and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any of all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, support, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the street and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the careless or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose of aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless cars and motor buses clean, properly ventilated and heated, provided with comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside.

60AHd

each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any of all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth ($\frac{1}{4}$) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth ($\frac{1}{4}$) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such

places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the first day and year above written.

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

BY ROBERT O. BEARS

WALTER E. HELMKE
City Attorney

DAVID BEALS

J. H. JOHNSON
Its Board of Public Works

ATTEST:

CHAS. F. HELD
Clerk

H. N. BARLS
Mayor

INDIANA SERVICE CORPORATION

BY W. MARSHALL LAEL
President

ATTEST:

B. P. SHARON
Secretary

WHEREAS, said contract has been duly submitted to the Board of Public Works of said City for its consideration and action there; now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract, dated the 30th day of October, 1939, made and entered into by and between the City of Fort Wayne, acting by and through the Board of Public Works of said City, party of the first part, and Indiana Service Corporation, an Indiana corporation, party of the second part, be, and the same is hereby, approved and confirmed, and the said Indiana Service Corporation, its successors and assigns are hereby granted the rights, privileges and authority in said contract set forth in accordance with the terms, provisions and conditions thereof.

Section 2. This ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 7th day of November, 1939, by a majority vote of

60AHd

all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1993

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 8th day of November, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 8th day of November, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1994

AN ORDINANCE ratifying and approving a contract entered into on the 2nd day of November, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and Drainage Contractors, Inc., hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 2nd day of November, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with Drainage Contractors, Inc., hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

CONTRACT

for the

CLINTON STREET INTERCEPTOR AND APPURTENANCES

DIVISION "A" CONTRACT NO. 13

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1081-F

THIS CONTRACT, MADE THE 2ND DAY OF NOVEMBER, 1939, by and between Drainage Contractors, Inc., 14375 Schaefer Highway, Detroit, Michigan, hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE 1 SCOPE OF THE WORK

The contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Clinton Street Interceptor and Appurtenances, identified as Division "A" Contract No. 13 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including, any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents

referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the contractor shall do everything required by this contract and the other documents constituting a part hereof.

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit prices submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 12th and 19th days of October, 1939, and the Owner haveing accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein

ARTICLE III NONDISCRIMINATION OF LABOR

The contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all deatils ready for continuous and successful operation within two hundred (200) consecutive calendar days after and including the date stated in the Notice to Proceed and it sis expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss or revenues, interest and expenses of inspection and administration, which cost being difficult to determine, thay have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any mon-

-ey which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set verbatim, or if not attached , as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications, (General Conditions SECTION II)
3. Notice to Bidders
4. General Instructiond to Bidders
5. General Specifications for Workmansnip and Materials
   Detail Specifications
   Addendum Numbers 1 ___ ___ ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf on the City by it Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulationd of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmlessagainst all suits and actions of every name and description brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, subcontractors, or their employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any ommission or act of the Contractor, his agents or employees; and the said Contractor furtner agrees that so much of the money due him under and vy virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE VII UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to or deductiond from the work to be performed under this contract are required.

	Type of Work	Unit	Unit Price
No. 1	Class "A" Concrete in Place (Not including forms)	Per Cubic Yard	
	Twenty and 00/100	Dollars	$ 20.00
No. 2	Class "B" Concrete In Place (Not including forms)	Per Cubic Yard	
	Fifteen and 00/100	Dollars	15.00
No. 3	Bar Reinforcing Steel (in place)	Per Pound	
	No and 06/100	Dollars	0.06
No. 4	Welded Wire Fabric (in place)	Per Pound	
	No and 07/100	Dollars	0.07
No. 5	Concrete Form Work	Per Square Foot	
	No and 35/100	Dollars	0.35
No. 6	Fabricated Structural Steel (in place)	Per Pound	
	No and 07/100	Dollars	0.07
No. 7	Excavation (Additional)	Per Cubic Yard	
	Three and 00/100	Dollars	3.00
No. 8	Special Tamping Earth fill in place in 6 inch layers	Per Cubic Foot	
	No and 10.100	Dollars	
No. 9	Rock Excavation	Per Cubic Yard	
	Ten and 00/100	Dollars	10.00
No. 10	Timbering or Sheeting Left In Place	Per Square Foot	
	No and 10/100	Dollars	0.10
No. 11	Furnishing and Driving Steel Filing	Per Lineal Foot	
	Two and 00/100	Dollars	2.00
No. 12	Furnishing and Placing Standard Cast Iron Castings	Per Pound	
	No and 08/100	Dollars	0.08
No. 13	Eight (8) inch Steel Alignment Shaft	Per Lineal Foot	
	Five and 00/100	Dollars	5.00

ARTICLE VIII CONTRACTOR'S ACCEPTED BID PRICE

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and installing complete, in place, four hundred twenty-one (421) lineal feet of TWELVE (12) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Three dollars and ten cents ($ 3.10)	($ 1305.10)
2	For furnishing and installing complete, in place, six hundred twenty-six (626) lineal feet of TWELVE (12) INCH VITRIFIED PIPE SEWER , at the following unit price per lineal foot Three dollars and eighty cents ($ 3.80)	($ 2378.80)

ENTERED

3 For furnishing and installing complete, in place, four hundred twenty-seven (427) lineal feet of TWELVE (12) INCH VITRIFIED PIPE SEWER IN SPECIAL CONSTRUCTION, at the following unit price per lineal foot_____
Six dollars and forty cents ($ 6.40) ($ 2732.80)

4 For furnishing and installing complete, in place, eight hundred seventy-four (874) lineal feet of FIFTEEN (15) INCH VITRIFIED PIPE SEWER, AT THE FOLLOWING UNIT PRICE per lineal foot Four dollars and ninety cents
($ 4.90) ($ 4282.60)

5 For furnishing and installing complete, in place, one thousand one hundred eighty-seven (1,1987) lineal feet of FIFTEEN (15) INCH VITRIFIED PIPE SEWER IN SPECIAL CONSTRUCTION at the following unit price per lineal foot Seven dollars and fifty cents
($ 7.50) ($ 8902.50)

6 For furnishing and installing complete, in place, forty-eight (48) lineal feet of EIGHTEEN (18) INCH VITRIFIED PIPE SEWER, at the following unit price per lineal foot Eight dollars and fifty cents
($ 8.50) ($ 408.00)

7 For furnishing and installing complete, in place, five hundred one (501) lineal feet of TWENTY-ONE (21) INCH STANDARD CONCRETE PIPE SEWER WITH SPECIAL REINFORCING, at the following unit price per lineal foot_____
Four dollars and fifty cents ($ 4.50) ($ 2254.50)

8 For furnishing and installing complete, in place, one thousand forty (1,040) lineal feet of TWENTY-ONE (21) INCH STANDARD CONCRETE PIPE SEWER WITH EXTRA SPECIAL REINFORCING, at the following unit price per lineal foot Six dollars and ten cents ($ 6.10) ($ 6344.00)

9 For furnishing and installing complete in place, two hundred seventy-three (273) lineal feet of TWENTY-SEVEN (27)INCH STANDARD REINFORCED CONCRETE PIPE SEWER WITH SPECIAL REINFORCING, at the following unit price per lineal foot Eleven dollars and twenty cents
($ 11.20) ($ 3057.60)

10 For furnishing and installing complete, in place, two hundred seventy-eight (278) lineal feet of TWENTY-SEVEN (27) INCH STANDARD REINFORCED CONCRETE PIPE SEWER IN SPECIAL CONSTRUCTION, at the following unit price per lineal foot FIFTEEN dollars and forty cents
($ 15.40) ($ 4281.20)

11 For furnishing and installing complete, in place, two thousand two hundred thirty-three (2,233) lineal feet of

TWENTY-SEVEN (27) INCH STANDARD REINFORCED CONCRETE PIPE SEWER WITH EXTRA SPECIAL REINFORCING, at the following unit price per lineal foot Twelve dollars and twenty cents ($ 12.20) ($ 27242.60)

12 For furnishing and installing complete, in place, ninety-three (93) lineal feet of TWENTY-SEVEN (27) INCH TUNNEL SECTION SEWER IN TUNNEL, atn the following unit price per lineal foot Thirty-six dollars and no cents ($ 36.00) ($ 3348.00)

13 For furnishing and installing complete, in place, three thousand nine hundred forty-five (3,945) lineal feet of THIRTY (30)INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Six dollars and ninety cents ($ 6.90) ($ 27220.50)

14 For Furnishing and installing complete, in place, one thousand seven hundred eighty-nine (1,789) lineal feet of THIRTY (30) INCH STANDARD REINFORCED CONCRETE PIPE SEWER IN SPECIAL CONSTRUCTION, at the following unit price per lineal foot Sixteen dollars and fifty cents ($ 16.50) ($ 29518.50)

15 For furnishing and installing complete, in place, five hundred sixteen (516) lineal feet of THIRTY(30) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER , at the following unit price per lineal foot Thirteen dollars and fifty cents ($ 13.50) ($ 6966.00)

16 For furnishing and installing complete, in place, forty-six (46) lineal feet of THIRTY (30)INCH TUNNEL SECTION SEWER IN TUNNEL, at tne following unit price per lineal foot Thirty eight dollars and no cents ($ 38.00) ($ 1748.00)

17 For furnishing and installing complete, in place, two hundred fifty-nine (259)lineal feet of THIRTY-SIX (36) INCH STANDARD REINFORCED CONCRETE PIPE SEWER, at the following unit price per lineal foot Twelve dollars and sixty cents ($ 12.60) ($ 3263.40)

18 For furnishing and installing complete, in place, two thousand four hundred sixty-one (2,461) lineal feet of THIRTY-SIX (36) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Eighteen dollars and no cents ($ 18.00) ($ 44,298.00)

19 For furnishing and installing complete, in place, sixty (60) lineal feet of THIRTY-SIX (36) INCH TUNNEL SECTION SEWER IN TUNNEL, at tne following unit price per lineal

foot Forty one dollars and no cents
($ 41.00) ($ 2,460.00)

20 For furnishing and installing complete, in place, eight hundred fifty-five (855) lineal feet of THIRTY-NINE (39) INCH STANDARD REINFORCED CONCRETE PIPE SEWER IN SPECIAL CONSTRUCTION, at the following unit price per lineal foot Eighteen dollars and forty cents
($ 18.40) ($ 15,732.00)

21 For furnishing and installing complete, in place, one thousand four hundred sixty-nine (1,469) lineal feet of FIFTY-FOUR (54) INCH EXTRA STRENGHT REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Thirty four dollars and no cents
($ 34.00) ($ 49,946.00)

22 For furnishing and installing complete, in place, THIRTY (30) INCH AND EIGHTEEN (18) INCHCLASS"A" CAST IRON PIPE SEWER, ST. MARYS RIVER SIPHON, at the following lump sum price Ten Thousand dollars and no cents
($ 10,000.00) ($ 10,000.00)

23 For furnishing and installing complete, in place, TEN (10) INCH CLASS "A" CAST IRON, CHARLOTTE STREET FORCE Main, at the following lump sum price
Three Thousand eight hundred dollars and no cents
($ 3800.00) ($ 3,800.00)

24 For furnishing and installing complete, in place, twenty-two (22) lineal feet of TWELVE (12)INCH DROP SEWER, at the following unit price per lineal foot
Four dollars and no cents ($ 4.00) ($ 88.00)

25 For furnishing and installing complete, in place, Thirty-two (32) STANDARD MANHOLES ON SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES INCLUSIVE, MAXIMUM HEIGHT EIGHT (8) FEET ZERO (0) INCHES, at the following unit price each One hundred ninety dollars and no cents ($ 190.00) ($ 6,080.00)

26 For furnishing and installing complete, in place, seven (7) STANDARD MANHOLES ON SEWERS THIRTY-THREE (33) INCHES TO FORTY-TWO (42) INCHES INCLUSIVE, MAXIMUM HEIGHT TWELVE (12) FEET ZERO (0) INCHES, at the following unit price each Three hundred dollars and no cents ($ 300.00) ($ 2,100.00)

27 For furnishing and installing complete, in place, three (3) STANDARD MANHOLES ON FIFTY-FOUR (54) INCH SEWERS, MAXIMUM HEIGHT TWENTY (20) FEET ZERO (0) INCHES, at the following unit price each Six hundred thirty dollars and no cents ($ 630.00) ($ 1,890.00)

28 For furnishing and installing complete, in place, five (5) JUNCTION MANHOLES ON SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES INCLUSIVE, MAXIMUM HEIGHT EIGHT (8) FEET ZERO (0) INCHES, at the following unit price each Two Hundred ten dollars and no cents ($ 210.00) ($ 1,050.00)

29 For furnishing and installing complete, in place, two (2) JUNCTION MANHOLES ON SEWERS THIRTY-THREE (33) INCHES TO FORTY-TWO INCHES INCLUSIVE, MAXIMUM HEIGHT TWELVE (12) FEET ZERO (0) INCHES, at the following unit price each Three hundred thirty dollars and no cents ($ 330.00) ($ 660.00)

30 For furnishing and installing complete, in place, two hundred eighty-seven (287) lineal feet of ADDITIONAL HEIGHT OF MANHOLES ON SEWERS TWELVE (12) INCHES TO FORTY-TWO (42) INCHES INCLUSIVE, at the following unit price per lineal foot Nineteen dollars and no cents ($ 19.00) ($ 5,453.00)

31 For furnishing and installing complete, in place nineteen (19) lineal feet of ADDITIONAL HEIGHT OF MANHOLES ON FIFTY-FOUR (54) INCH SEWERS, at the following unit price per lineal foot Nineteen dollars and no cents ($ 19.00) ($ 361.00)

32 For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 88 + 45 (MAIN LINE), at the following lump sum price Three hundred ten dollars and no cents ($ 310.00) ($ 310.00)

33 For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 0 + 50 (CHARLOTTE AVENUE BRANCH), at the following lump sum price Two hundred seventy dollars and no cents ($ 270.00) ($ 270.00)

34 For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 22 + 02.5 (WEST SUPERIOR STREET BRANCH), at the follwoing lump sum price Five Hundred ten dollars and no cents ($ 510.00) ($ 510.00)

35 For furnishing and installing complete, in place, SPECIAL MANHOLE ON VAN BUREN STREET (WEST SUPERIOR STREET BRANCH), at the following lump sum price Six hundred dollars and no cents ($ 600.00) ($ 600.00)

36 For furnishing and installing complete, in place, JUNCTION CHAMBER AT STATION 14+96.71 (MAIN LINE), at the following lump sum price One thousand three hundred dollars and no cents ($ 1300.00) ($ 1, 300.00)

37 For furnishing and installing complete, in place, JUNCTION CHAMBER AT STATION 17 + 43.71 (MAIN LINE), at the following

60A125

lump sum price One thousand five hundred dollars and no cents ($ 1500.00) ($ 1,500.00)

38 For furnishing and installing complete, in place, JUNCTION CHAMBER AT CLINTON STREET AND WESTBROOK DRIVE, at the following lump sum price Four Hundred seventy dollars and no cents ($ 470.00) ($ 470.00)

39 For furnishing and instiling complete, in place, JUNCTION CHAMBER AT STATION 69 + 2.86 (MAIN LINE), at the following lump sum price six hundred ten dollars and no cents ($ 610.00) ($ 610.00)

40 For furnisning and installing complete, in place, JUNCTION CHAMBER ON LAFAYETTE STREET, at the following lump sum price One thousand one hundred dollars and no cents ($ 1100.00) ($ 1,100.00)

41 For furnishing and instiling complete, in place, REGULATOR AND APPURTENANCES AT CLINTON AND SUPERIOR STREETS, at the following lump sum price ten thousand dollars and no cents ($ 10,000.00) ($ 10,000.00)

42 For furnishing and installing complete, in place, REGULATOR MANHOLE AT TERRACE ROAD SEWER (MAIN LINE), at tne following lump sum price Two hundred eighty dollars and no cents ($ 280.00) ($ 280.00)

43 For furnishing and installing complete, in place, DALGREN AVENUE REGULATOR AND APPURTENANCES, at tne following lump sum price One thousand four hundred dollars and no cents. ($ 1400.00) ($ 1,400.00)

44 For furnishing and installing complete, in place, THIRD STREET REGULATOR AND APPURTENANCES, at the following lump sum price Three thousand five hundred dollars and no cents ($ 3500.00) ($ 3,500.00)

45 For furnisning and instlling complete, in place, WEST-BROOK DRIVE REGULATOR AND APPURTENANCES, at the following lump sum price One thousand seven hundred dollars and no cents ($ 1700.00) ($ 1,700.00)

46 For furnishing and installing complete, in place, CHARLOTTE AVENUE PUMPING STATIONS AND APPURTENANCES, at the following lump sum price eleven thousand dollars and no cents ($ 11,000.00) ($ 11,000.00)

47 For furnishing and installing complete, in place, one hundred eighty-four (184) square yards of CONCRETE PAVEMENT REPLACEMENT, at tne following unit price per square yard Two dollars and twenty five cents ($ 2.25) ($ 414.00)

48 For furnishing and installing complete, in place, one thousand seven hundred nineteen (1,719) square yards

of SHEET ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard Four dollars and no cents ($ 4.00) ($ 6,876.00)

49 For furnishing and installing complete, in place, one thousand six hundred fifty-two (1,652) square yards of BRICK PAVEMENT REPLACEMENT, at the following unit price per square yard Four dollars and fifty cents ($ 4.50) ($ 7,434.00)

50 For furnishing and installing complete, in place, nine hundred forty-one (941) square yards of CONCRETE ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard Two dollars and fifty cents ($ 2.50) ($ 2,352.50)

51 For furnishing and installing complete, in place, six hundred seventy-nine (679) square yards of GRAVEL PAVEMENT REPLACEMENT, at the following unit price per square yard No dollars and seventy five cents ($ 0.75) ($ 509.25)

52 For furnishing and installing complete, in place, forty (40) square yards of CINDER PAVEMENT REPLACEMENT, at the following unit price per square yard No dollars and seventy five cents ($ 0.75) ($ 30.00)

53 For furnishing and installing complete, in place, two hundred eighty-seven (287) square feet of CONCRETE SIDEWALK REPLACEMENT, at the following unit price per square foot No dollars and twenty five cents ($ 0.25) ($ 71.75)

54 For furnishing and installing complete, in place, four hundred twenty-four (424) lineal feet of CURB REPLACEMENT, at the following unit price per lineal foot One dollar and no cents ($ 1.00) ($ 424.00)

55 For furnishing and installing complete, in place, CAST IRON MANHOLE STEP REPLACEMENTS FOR EIGHT (8) MANHOLES, at the following lump sum price Seven hundred sixty dollars and no cents ($ 760.00) ($ 760.00)

56 For furnishing and installing complete, in place, twenty-one (21) FOUR (4) INCH AND SIX (6) INCH PIPE SUPPORTS, at the following unit price each Twelve dollars and no cents ($ 12.00) ($ 252.00)

57 For furnishing and installing complete, in place, eleven (11) EIGHT (8) INCH AND TEN (10) INCH PIPE SUPPORTS, at the following unit price each Fifteen dollars and no cents ($ 15.00) ($ 165.00)

FEB 06 1940

58 For furnishing and installing complete, in place, ten (10) TWELVE (12) INCH AND OVER PIPE SUPPORTS, at the following unit price each Twnty dollars and no cents ($ 20.00) ($ 200.00)

59 For furnishing and installing complete, in place, two (2) HOUSE CONNECTIONS ON TWELVE (12) INCH OR FIFTEEN (15) INCH VITRIFIED TILE SEWERS, at the follwoing unit price each Thirty dollars and no cents ($ 30.00) ($ 60.00)

60 For furnishing and installing complete, in place, fifty-five (55) square feet of BRICK SIDEWALK REPLACEMENT, at the follwing unit price per square foot No dollars and forty cents ($ 0.40) ($ 22.00)

Total Item Extensions ($ 333,292.60)

It is understood and agree that the foregoing unit prices will apply in the event of additions to or deductions from the estimated quantity of the work as set out in the specifications or accompanying documents. It is understood and agreed by the undersigned that the City of Fort Wayne, Indiana, reserves the unrestricted privilege of increasing or decreasing the number of items of work set out.

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor Drainage Contractors, Inc. by and through J. S. Ventrelle, Pres. & Treas, Leslie J. Cook, Sec. have hereunto respectively set their names in triplicate, the day and year first written above.

Drainage Contractors, Inc.
CONTRACTOR

(SEAL)

Attest:

Leslie J. Cook
Secretary
Title

By John S. Ventrelle
Pres. & Treas.
Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS

Attest

Chas. F. Hess
Secretary of Board of Public Works

(SEAL)

Robert G. Beams

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 2nd day of November, 1939.

H. W. Baals

Approved as to form and legality

By Walter E. Helmke
City Attorney

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Drainage Contractors, Inc. of 14375 Schaefer Highway, Detroit, Michigan as principal, and Maryland Casualty Company of Baltimore, Maryland as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Three Hundred Thirty-three Thousand, Two Hundred Ninety-Two Dollars and sixty cents Dollars ($ 333,292.60) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 2nd day of November, 1939.

The condition of this obligation is such that whereas the above named principal did, on the 2nd day of November, 1939, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Clinton Street Interceptor and Appurtenances for the sum of Three Hundred Thirty-Three Thousand, Two Hundred Ninety-Two Dollars and sixty cents Dollars ($ 333,292.60) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said principal which may be apparent or may develop from the inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein:

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and it shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, Laborers, Materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgment rendered against the City of Fort Wayne, aforesaid, in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of said Contractor, or its agents, employees or workmen in the premises, and alson that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or calimarising under said Workemn's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given

60416

said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, We have this 2nd day of November, 1939, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

Drainage Contractors, Inc.
Principal

SEAL

By John S. Ventrelle, Pres.
Authorized Agent

Kitch Agency
J. D. Kitch

Maryland Casualty Company
Surety

SEAL

By John W. Brouwer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came DRAINAGE CONTRACTORS, INC., John S. Ventrelle, Pres. as principal, and John W. Brouwer of the Maryland Casualty Co., Attorney in Fact, for said Maryland Casualty Company, as surety, with both of whome I am personally acquainted, and acknowleage that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public, this 2nd day of November, 1939

Helen Sheets
Notary Public

My commission expires 11th day of February, 1941.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 2nd day of November, 1939, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES B. MOLLENKING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne,

Indiana, at a regular meeting, held on the 28th day of November, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1994

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 30th day of November, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 30th day of November, 1939.

H. W. BAILS
Mayor

GENERAL ORDINANCE NO. 1995

AN ORDINANCE approving and authorizing the execution of a Co-operation Agreement between the City of Fort Wayne and the Housing Authority of the City of Fort Wayne.

WHEREAS, the Housing Authority of the City of Fort Wayne proposes to develop and administer a low-rent housing project consistion of approximately One Hundred Twenty (120) dwelling units at

All that part of Block "E" Third Commercial Addition to the City of Fort Wayne, according to the plat thereof recorded in plat Book 4, page 48, lying East of Freeman Street as now located in the City of Fort Wayne, Indiana, and lying South of the South line of the right-of-way of the Indiana Industrial Land Company more particularly described as: Beginninn at a point in the West line of Morris Street in said City of Fort Wayne, Indiana, where the South line of Johnson Street extended West would intersect the same; thence West on the extension of said South line of line of Johnson Street three hundred sixty-nine and six-tenths (369.6) feet; thence Westwardly on a curve to the left whose radius is seven hundred sixty-six and two-tenths (766.2) feet, to the East line of Freeman Street, thence South on the East line of said Freeman Street one hundred twelve (112) feet; thence Northeastwardly on a line parallel with andone hundred (100) feet South at right angle from the aforedescribed East and West line to a point in the West line of said Morris Street one hundred (100) feet South of the point of beginning; thence North on the West line of Morris Street one hundred (100) feet to the point of beginning, containing one and thirty-four hundredths (1.34) acres more or less; except that property owned by the Indiana Service Corporation and more particularly described as: Beginnin at the Southwest corner of said lot "E" on Taylor Street; thence East one hundred twenty (120) feet along the South line said lot; thence North parallel to the West line of said lot one hundred forty (140) feet; thence West parallel with the South line said lot one hundred twenty (120) feet, thence South one hundred forty (140) feet to the place of beginning , as recorded in Deed Record 248, page 402-403 of the records of the Recorder of Allen County.

WHEREAS, there exist in the City of Fort Wayne unsafe and insanitary dwell-

6016

ing accomodations of a number greatly in excess of said One Hundred Twenty (120) dwelling units which are occupied by families of low income and which constitute a menace to the health, safety, morals, and welfare of the inhabitants of the City; and

WHEREAS, the Housing Authority of the City of Fort Wayne on the basis of preliminary estimates and under present economic conditions, has determined that the maximum average construction cost of each single family unit will not exceed Two Thousand Two Hundred ($2,200.00) Dollars; and

WHEREAS, the Housing Authority of the City of Fort has, on the basis of preliminary estimates and under present economic conditions, determined that the average maximum rental charge for each single family unit will not exceed the sum of Twelve Dollars and Fifty Cents ($12.50) per month:

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne shall enter into a Cooperation Agreement with the Housing Authority of the City of Fort Wayne, in the following form:

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this__ day of _____, 1939, by and between the Housing Authority of the City of Fort Wayne, hereinafter called the "Authority" and the City of Fort Wayne, a municipal corporation of the State of Indiana, hereinafter called the "City", WITNESSETH:

(1) The Housing Authority of the City of Fort Wayne agrees to undertake, develop and administer a low-rent housing project at

All that part of Block "E" Third Commercial Addition to the City of Fort Wayne, according to the plat thereof recorded in Plat Book 4, page 48, lying East of Freeman Street as now located in the City of Fort Wayne, Indiana, and lying South of the South line of the right-of-way of the Indiana Industrial Land Company more particularly described as: Beginning at a point in the West line of Morris Street in said City of Fort Wayne, Indiana, where the South line of Johnson Street extended West would intersect the same; thence West on the extension of said South line of Johnson Street three hundred sixty-nine and six-tenths (369.6) feet; thence Westwardly on a curve to the left whose radius is seven hundred sixty-six and two-tenths (766.2) feet, to the East line of Freeman Street; thence South on the East line of said Freeman Street one hundred twelve (112) feet; thence Northeastwardly on a line parallel with and one hundred (100) feet South at right angle from the aforedescribed East and West line to a point in the West line of said Morris Street one hundred (100) feet South of the point of beginning; thence North on the West line of Morris Street one hundred (100) feet to the point of beginning, containing one and thirty-four hundredths (1.34) acres more or less; except that property owned by the Indiana Service Corporation and more particularly described as: Beginning at the Southwest corner of said lot "E" on Taylor Street; thence East one hundred twenty (120) feet along the South line of said lot; thence North parallel to the West line of said lot one hundred forty (140) feet; thence West parallel with the South line of said lot one hundred twenty (120) feet; thence South one hundred forty (140) feet to the place of be-

ginning, as recorded in Deed Record 248, page 402-403 of the records of the Recorder of Allen County;

in the City of Fort Wayne and to endeavor to secure a contract with the United States Housing Authority for Federal annual contributions to assist in the administration of such a project.

(2) In consideration therefor the City agrees that, as a part of such Project, it will eliminate by repair or improvement on the part of the owner, or by demolition, condemnation or effective closing a number of unsafe and insanitary dwelling units within its jurisdictional limits at least equal in number to the number of dwelling units to be provided in said Project to be undertaken by said Authority. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partly in one of these ways and partly in another:

(a) By inducing private owners voluntarily to repair and improve such dwellings so as to make them safe and sanitary; or

(b) By inducing private owners voluntarily to demolish or effectively close such dwelling units; or

(c) By causing the compulsory repair or improvement, demolition, or effective closing of such unsafe and insanitary dwelling units; or

(d) By demolishing dwelling units which are on land acquired by the City including demolition of such dwelling units on land purchased for such Project uses.

In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from the date hereof and within one year after the Project is substantially ready in its entirety for occupancy; provided, however, that all unsafe or insanitary dwelling units eliminated by the City prior to the date of this Agreement will be counted as elimination under this Agreement if it is satisfactorily established that such elimination was undertaken in anticipation of the execution of this Agreement or in anticipation of the development of the Project. For the purpose of this Agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, lack of ventilation or sanitation facilities, or any combination of these factors, it is detrimental to safety, health or morals.

(3) The City furtner agrees that during the period commencing with the date of the acquisition of the site of the project and continuing throughout the useful life of such Project, it will furnish without cost or charge to the Authority and the tenants of the Project the usual municipal services and fecilities which are or may be furnished without cost or charge to other dwellings and innabitants in the City, including by not limited to fire, police and health protection and services, street maintenance and repair, garbage collection and disposal, and street lighting within the Project and on the boundaries thereof, and that the property belonging to the Housing Authority shall be subject to all the conditions and provisions of the laws of the State of Indiana, particularly Chapter 207 of the Acts of General Assembly of the State of Indiana. The term "useful life of such project" as used in this para-

graph shall mean the number of years during which any of the bonds issued to aid in financing the development of the Project shall remain outstanding.

(4) The City further agrees to cooperate with the Authority by accepting the dedication of land for new streets and alleys within the Project, by zoning or rezoning to a proper residential classification the area in the City within which the Project shall be located, and by such other lawful action or ways as the City and the Authority may find necessary in connection with the development and construction of the Project.

(5) The City and the Authority agree that this contract shall not be abrogated, changed or modified so long as any bonds issued to aid in financing the development of the Project to which this contract relates shall remain outstanding and unpaid, provided that this Agreement may be abrogated by the City if an annual contribution contract is not made with the United State Housing Authority with respect to the Project within twelve months from the date hereof.

(6) The Authority further agrees that all structures built under this con- shall be in strict compliance with the Building Code of the City of Fort Wayne and that the Authority shall be required to take out all necessary permits during the course of construction and all structures shall be inspected as provided by the Ordinances of the City of Fort Wayne.

(7) The Authority agrees that all structures shall be built and constructed by contractors under a system of competitive bidding and that the contractors shall be requested to employ qualified local labor wherever and whenever it is possible so to do, and that the wage scale shall be according to the prevailing wage scale in this immediate locality demanded by the wage scale committee as provided in Chapter 319 of the Acts of Generaal Assembly of the State of Indiana of 1935.

IN WITNESS WHEREOF, the City of Fort Wayne and the Housing Authority of the City of Fort Wayne have respectively caused this Agreement to be duly executed in triplicate as of the ___day of _____, 1939.

Approved as to form and legality

_____
CITY ATTORNEY

(SEAL)

ATTEST:

_____
CITY CLERK

ATTEST:

_____
SECRETARY

CITY OF FORT WAYNE, INDIANA

BY:_____MAYOR

HOUSING AUTHORITY OF THE CITY OF FORT WAYNE, INDIANA

BY:_____ CHAIRMAN

Section 2. That the Mayor of the City of Fort Wayne is hereby authorized and directed to execute in triplicate a contract in the form set forth in Section 1 hereof on behalf of the City of Fort Wayne, and the Clerk of the City of Fort Wayne is hereby authorized and directed to impress the corporation seal of the City of Fort Wayne thereon and to attest the same.

Section 3. This Ordinance shall be in full force and effect from and after

its passage.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---eight---Nays---one).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

I HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of December, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1995

ARNO C. SPIEGEL
President

LEONARD H. ZELLENWOOD
City Clerk

Presented to the Mayor for approval on the 14th day of December, 1939

LEONARD H. ZELLENWOOD
City Clerk

Approved this 14th day of December, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1996

AN ORDINANCE fixing the bond of the City Comptroller of the City of Fort Wayne as custodian of the General Fund in the sum of $50,000 and $75,000, as Collector of Barrett Law Assessments.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the bond of the City Comptroller of the City of Fort Wayne as custodian of the General Fund of the City of Fort Wayne shall be in the sum of $50,000.

Section 2. That the bond of the City Comptroller of the City of Fort Wayne as collector of Barrett Law Assessments shall be in the sum of $75,000.

Section 3. That said bonds hereinbefore set out shall be filed by the City Comptroller of the City of Fort Wayne annually in accordance with the laws of the State of Indiana.

Section 4. That all ordinances or parts of ordinances in conflict herewith are repealed.

Section 5. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

I HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of December, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1996

ARNO C. SPIEGEL
President

LEONARD H. ZELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of December, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 28th day of December, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE No. 1997

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between GENERAL ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of New York, and the CITY OF FORT WAYNE of Allen County, State of Indiana, by and through its Board of Public Works.

WHEREAS, on the 11th day of December, 1939, the General Electric & Manufacturing Company, a New York Corporation, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of One (1) 15,000 KW STEAM TURBINE GENERATING UNIT and accessories, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 11th day of December, 1939, by and between GENERAL ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of New York, hereinafter referred to as the Party of the First Part, and the CITY OF FORT WAYNE, a Municipal corporation of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, hereinafter referred to as the Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for furnishing, delivery and erection of:

One (1) 15,000 KW STEAM TURBINE GENERATING UNIT and accessories, as specified in Contract 11, of Specifications No. 16, dated September 28, 1939,

all to be delivered and erected upon the foundation provided by said party of the second part at their Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All such apparatus and work is to be in accordance with the plans and specifications prepared by the party of the second part, and dated September 28, 1939, and referred to as Specifications No. 16, Contract 12, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, party of the second part, as follows:

THREE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED TWENTY-NINE ($323,329.00) DOLLARS.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each

month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers of the party of the second part, thirty-three and one-third (33-1/3) per cent of the contract price will be payable on July 1, 1941. Upon completion of the contract and upon approval by the Engineers of the party of the second part, the next thirty-three and one-third (33-1/3) per cent of the contract price will be payable on, but in no case before, October 1, 1941. Upon acceptance of the equipment by the party of the second part, the final Thirty-three and one-third (33-1/3) per cent of the contract price will be payable, but in no case before, April 1, 1942.

The final payment under the within contract, covering the remainder due, thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers of the party of the second part shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to furnish complete construction drawings to the party of the second part within fifty (50) calendar days of the date of the within contract. The party of the first part further agrees to deliver all of the equipment hereinbefore described within four hundred ninety (490) calendar days from the date of the approval of the drawings by the Engineers of the Party of the second part. The party of the first part further agrees that the erection of all equipment will be completed within ninety (90) calendar days after the date of delivery at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana, party of the second part.

The party of the first part shall perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required under the terms of this contract.

The party of the first part further agrees that in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract;

That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second

COPIED

or any subsequent violation of the terms and conditions of this section of the contract .

That the said party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less that the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Actsof the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates of Wages," of the specifications on file in the office of the Board of Public Works of theCity of Fort Wayne.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BEALS MAYOR

ROBERT G. BEAMS

JOHN H. JOHNSON

DAVID LEWIS

BOARD OF PUBLIC WORKS, Party of the Second Part.

ATTEST:

CHAS. F. ALLE
SECRETARY

GENERAL ELECTRIC COMPANY

BY: E. F. WHITNEY
ASSISTANT DISTRICT MANAGER

Approved as to Legality and form

CHARLES B. MOLLENKAMP
CITY ATTORNEY

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the GENERAL ELECTRIC COMPANY, a New York Corporation, and the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale and purchase of one (1) 15,000 KW STEAM TURBINE GENERATING UNIT and accessories, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES B. MOLLENKAMP

JOHN HOLL

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of December, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1997

ARNO C. SPIEGEL
President

LEONARD H. BELLEWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of December, 1939.

LEONARD H. BELLEWOOD
City Clerk

Approved this 28th day of December, 1939.

H. W. BAILE
Mayor

GENERAL ORDINANCE NO. 1998

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, and the City of Fort Wayne, of Allen County, State of Indiana, by and through its Board of Public Works.

WHEREAS, on the 11th day of December, 1939, the Westinghouse Electric & Manufacturing Company, a Pennsylvania Corporation, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of One (1) 14,000 Square Foot SURFACE CONDENSER, with circulating pump, condensate pumps, pump drives, air ejectors, and other auxiliary equipment, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 11th day of December, 1939, by and between WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter referred to as the Party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, hereinafter referred to as the Party of the Second Part,

WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the furnishing, delivery and erection of:

One (1) 14,000 square foot SURFACE CONDENSER, with circulating pump, condensate pumps, pump drives, air ejectors, and other auxiliary equipment, as specified in Contract 12, of Specifications No. 16, dated September 28, 1939 all to be delivered and erected upon the foundation provided by said party of the second part at their Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All such apparatus and work is to be done in accordance with the plans and specifications prepared by the party of the second part, and dated September 28, 1939, and referred to as Specifications No. 16, Contract 12, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in con-

60162

sideration of the payment by the City of Fort Wayne, party of the second part, as follows:

SIXTY-FIVE THOUSAND TWO HUNDRED FIFTY ($65,250.00) DOLLARS.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers of the party of the second part, Thirty-three and one-third (33-1/3) per cent of the contract price will be payable on July 1, 1941. Upon completion of the contract and approval by the Engineers of the party of the second part, the next Thirty-three and one-third (33-1/3) per cent of the contract price will be payable on, but in no case before, October 1, 1941. Upon acceptance of the equipment by the party of the second part, the final Thirty-three and one-third (33-1/3) per cent of the contract price will be payable, but in no case before April 1, 1942.

The final payment uner the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers of the party of the second part shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to furnish complete construction drawings to the party of the second part within twenty (20) calendar days of the date of the within contract. The party of the first part furtner agrees to deliver all of the equipment hereinbefore described within one Hundred twenty (120) calendar days from the date of the approval of the drawings by the Engineers of the party of the second part. The party of the first part furtner agrees that the erection of all equipment will be completed within twenty-six (26) calendar days after date of delivery at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana, party of the second part.

The party of the first part shall perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required under the terms of this contract.

The party of the first part further agrees that in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates:

That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract;

That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

That the said party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shallnot be less that the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates and Wages", of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY H. W. BRAND MAYOR

ROBERT G. BRAND

JOHN H. JOHNSON

DAVID LEWIS
BOARD OF PUBLIC WORKS, party of the Second Part.

ATTEST:

CHAS. F. REED
SECRETARY

Approved as to form and legality

WALTER E. HELMKE
CITY ATTORNEY

Witness Gertruce Gutknecht

WESTINGHOUSE ELECTRIC & MANUFACTURING CO.

BY: N. G. SYMONDS
Vice-President

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a Pennsylvania Corporation, and the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale and purchase of One (1) 14,000 square foot/CONDENSER, with circulating pump, condensate pumps, pump drives, air ejectors, and other auxiliary equipment, which contract and agreement is more fullyset forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JOHN HOLLE

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 20th day of December, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1998

ANNO C. SPIEGEL
President

LEONARD H. ZELLWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of December, 1939.

LEONARD H. ZELLWOOD
City Clerk

Approved this 28th day of December, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 1999

AN ORDINANCE ratifying and approving a contract entered into on the 18th day of December, 1939, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and John Denner, Inc., Fort Wayne, Indiana, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 18th day of December, 1939, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with John Denner, Inc., Fort Wayne, Indiana, hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

CONTRACT

for the

SANITARY, MARGINAL, MISCELLANEOUS SEWERS

AND

CHLORINATION STATION

DIVISION "A" CONTRACT NO. 16

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 18th day of December, 1939, by and between John Denner, Inc., Ft. Wayne, Indiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Lakeside, Harvester, Miscellaneous Sewers and Chlorinator Station, identified as Division "A" Contract No. 16 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents avove mentioned are hereby made an part of this contract; and the Contractor shall doe everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price and/or lump sum price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 30th and 7th days of Nov. and Dec. resp. 1939, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract, and;

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of

the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within one hundred seventy-five (175) consecutive calendar days after and including the date stated in the Notice to Proceed and it si expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications, (General Conditions SECTION II)
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials
   Detail Specifications
   Addendum Numbers 1 ___ ___ ___ ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and description

brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents or employees, subcontractors or their employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any ommission of act of the Contractor, his agents or employees; and the said Contractor furtner agrees that so much of themoney due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE VII UNIT PRICES

Item No.	Description and Approximate Quantity	Item Extension
1.	For furnishing and installing complete, in place, one hundred nine (109) lineal feet of TEN (10) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot One Dollar and Forty Cents ($ 1.40)	($ 152.60)
2.	For furnishing and installing complete, in place, two hundred ninety-four (294) lineal feet of TWELVE (12) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot One Dollar and Sixty Nine Cents ($ 1.69)	($ 496.86)
3	For furnishingand installing, complete, in place eighteen (18) lineal feet of TWELVE (12) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twelve Dollars and Thirty Cents ($ 12.30)	($ 221.40)
4	For furnishing and installing complete, in place, ten (10) lineal feet of FIFTEEN (15) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot Six Dollars ($ 6.00)	($ 60.00)
5.	For furnishing and installing complete, in place, four hundred ninety-six (496) lineal feet of FIFTEEN (15) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Five Dollars and Thirty Six Cents ($ 5.36)	($ 2,658.56)
6	For furnishing and installing complete, in place, six thousand ninety-two (6092) lineal feet of EIGHTEEN (18) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per	

lineal foot Four Dollars

($ 4.00) ($ 24,368.00)

7. For furnishing and installing complete, in place, five hundred sixty-three (563) lineal feet of TWENTY-ONE (21) INCH STANDARD CONCRETE PIPE SEWER WITH SPECIAL REINFORCING, at the following unit price per lineal foot Four Dollars and Eighty Cents

($ 4.80) ($ 2,702.40)

8 For furnishing and installing complete, in place, eight hundred ninety-nine (899) lineal feet of TWENTY-FOUR (24) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER , at the following unit price per lineal foot Twenty One Dollars and Fifty Cents

($ 21.50) ($ 19,328.50)

9 For furnishing and installing complete, in place, one thousand eight hundred thirty (1830) lineal feet of TWENTY-SEVEN (27) INCH STANDARD REINFORCED CONCRETE PIPE SEWER WITH EXTRA SPECIAL REINFORCING, at the following unite lineal foot

Six Dollars ($ 6.00) ($ 10,980.00)

10. For furnishing and installing complete, in place, seven hundred thirty-one (731) lineal feet of THIRTY (30) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot

Six Dollars ($6.00) ($4,386.00)

11. For furnishing and installing complete, in place, nine hundred forty-one(941) lineal feet of THIRTY (30)INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Six Dollars and Fifty Cents ($ 6.50) ($ 6,116.50)

12. For furnishing and installing complete, in place, three thousand five hundred sixty-six (3566) lineal feet of THIRTY (30)INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot

Eight Dollars ($ 8.00) ($ 28,528.00)

13. For furnishing and installing complete, in place, one hundred sixty (160) lineal feet of FORTY-TWO (42) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE CULVERT; at the following unit price per lineal foot

Eight Dollars and Fifty Cents ($ 8.50) ($ 1,360.00)

14. For furnishing and installing complete, in place, TWENTY-FOUR(24) INCH CLASS "A" CAST IRON PIPE SEWER -HANGLE SIPHON, at the following lump sum price

Four Thousand Eight Hundred Forty Dollars

($ 4,840.00) ($ 4,840.00)

15 For furnishing and installing complete, in place, FOURTEEN (14) INCH AND TEN (10) INCH CLASS "A" CAST IRON PIPE SEWER-NEBRASKA SIPHON, at the following lump sum price Six Thousand Five Hundred Forty-Two Dollars and Seventy Six Cents

($ 6542.76) ($ 6,542.76)

16 For furnishing and installing complete, in place, five, (5) lineal feet of TWELVE (12) INCH DROP SEWER, at the following unit price per lineal foot Three Dollars

($ 3.00) ($ 15.00)

17 For furnishing and installing complete, in place, four (4) lineal feet of FIFTEEN (15) INCH DROP SEWER, at the following unit price per lineal foot Three Dollars and Fifty Cents ($ 3.50) ($ 14.00)

18. For furnishing and installing complete, in place, FORTY-TWO (42) STANDARD MANHOLES ON SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES INCLUSIVE, MAXIMUM HEIGHT SIX (6) FEET ZERO (0) INCHES, at the following unit price each Seventy Dollars ($ 70.00) ($ 2,940.00)

19. For furnishing and installing complete, in place, EIGHT (8) JUNCTION MANHOLES ON SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred Forty Dollar ($ 140.00) ($ 1,120.00)

20. For furnishing and installing complete, in place, four hundred twelve (412) lineal feet of ADDITIONAL HEIGHT OF STANDARD AND JUNCTION MANHOLES ON SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES INCLUSIVE, at the following unit price per lineal foot Nine Dollars ($ 9.00) ($ 3,708.00)

21. For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 0 + 69.94 (LAKESIDE INTERCEPTOR), at the following lump sum price Four Hundred Thirty Seven Dollars

($ 437.00) ($ 437.00)

22. For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 11 + 63.09 (LAKESIDE INTERCEPTOR), at the following lump sum price Three Hundred Ten Dollars ($ 310.00) ($ 310.00)

23. For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 61 + 01 (HARVESTER INTERCEPTOR), at the following lump sum price Four Hundred Ninety Seven Dollars ($ 497.00) ($ 497.00)

24. For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 9 + 73.5 (NEBRASKA INTERCEPTOR), at the following lump sum price Eight Hundred Sixty Five Dollars ($ 865.00) ($ 865.00)

25 For furnishing and installing complete, in place, SPECIAL MANHOLE AT STATION 12 + 10.69 (NEBRASKA INTERCEPTOR), at the following lumps sum price Five Hundred Dollars ($ 500.00) ($ 500.00)

26 For furnishing and installing complete, in place, COUNTY SEWER REGULATORS AND APPURTENANCES, at the following lump sum price One Thousand Seven Hundred Thirty Six Dollars ($ 1,736.00) ($ 1,736.00)

27 For furnishing and installing complete, in place, HARVESTER SEWER REGULATOR AND APPURTENANCES, at the following lump sum price Two Thousand Three Hundred Dollars ($ 2,300.00) ($ 2,300.00)

28 For furnishing and installing complete, in place, W.P.A. SEWER REGULATOR AND APPURTENANCES, at the following lump sum price One Thousand Nine Hundred Fifty Dollars ($ 1,950.00) ($ 1,950.00)

29 For furnishing and installing complete, in place, THIEME DRIVE REGULATOR AND APPURTENANCES, at the following lump sum price Three Thousand Thirty Dollars ($ 3.030.00) ($ 3.030.00)

30 For furnishing and installing complete, in place, HOWARD STREET REGULATOR AND APPURTENANCES, at the following lump sum price One Thousand Nine Hundred Seventy Eight Dollars ($ 1,978.00) ($ 1,978.00)

31 For furnishing and installing complete, in place, CULVERT HEADWALLS (HARVESTER INTERCEPTOR), at the following lump sum price Six Hundred Dollars ($ 600.00) ($ 600.00)

32 For furnishing and installing complete, in place, CONCRETE SPILLWAY (HARVESTER INTERCEPTOR), at the

following lump sum price Two Hundred Fifty Dollars

($ 250.00) ($ 250.00)

33 For furnishing and installing complete, in place, JUNCTION CHAMBER AT STATION 28 + 91.36 (HOWARD STREET INTERCEPTOR), at the following lump sum price One Thousand One Hundred Twenty-Five Dollars

($ 1,125.00) ($ 1,125.00)

34 For furnishing and installing complete, in place, ALTERATIONS TO COOMBS STREET SEWER, at the following lump sum price Four Hundred Ten Dollars

($ 410.00) ($ 410.00)

35 For furnishing and installing complete, in place, CHLORINATOR STATION AND APPURTENANCES, at the following lump sum price Thirteen Thousand Four Hundred Thirty Dollars ($ 13,430.00) ($ 13,430.00)

36 For furnishing and installing complete, in place, two hundred twenty-four (224) cubic yards of SAND BEDDING FOR SEWERS, at the following unit price per cubic yard Two Dollars

($ 2.00) ($ 448.00)

37 For furnishing and installing complete , in place, five hundred fifteen (515) square yards of CINDER PAVEMENT REPLACEMENT, at the following unit price per square yard Seventy Cents

($ .70) ($ 360.50)

38 For furnishing and installing complete, in place, twenty-one (21) square yards of CONCRETE PAVEMENT REPLACEMENT, at the following unit price per square yard Three Dollars Twenty-Five Cents

($ 3.25) ($ 68.25)

39 For furnishing and installing complete, in place, two hundred forty-two (242) square yards of SHEET ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard Four Dollars and Fifty Cents

($ 4.50) ($ 1,089.00)

40 For furnishing and installing complete, in place, two hundred six (206) square yards of BRICK PAVEMENT REPLACEMENT, at the following unit price per square yard Four Dollars and Fifty Cents

($ 4.50) ($ 927.00)

41 For furnishing and installing complete, in place, twelve (12) square yards of BITUMINOUS MIX PAVEMENT REPLACEMENT, at the following unit price per square yard Two Dollars and Fifty Cents

($ 2.50) ($ 30.00)

21169

42 For furnishing and installing complete, in place, one thousand five hundred fifteen (1515) square yards of GRAVEL PAVEMENT REPLACEMENT, at the following unit price per square yard Sixty Cents ($ .60) ($ 909.00)

43 For furnishing and installing complete, in place, twenty-nine (29) lineal feet of CURB REPLACEMENT, at the following unit price per lineal foot One Dollar and Ten Cents ($ 1.10) ($ 31.90)

44 For furnishing and installing complete, in place, FIVE (5) CONNECTIONS TO EXISTING HOUSE CONNECTIONS, at the following unit price each Twenty Three Dollars ($ 23.00) ($ 115.00)

45 For furnishing and installing complete, in place, NINETY-SEVEN (97) SIX (6) INCH "Y" HOUSE CONNECTIONS, at the following unit price each Eight Dollars ($ 8.00) ($ 776.00)

46 For furnishing and installing complete, in place, TWO (2) SIX (6) INCH "T" HOUSE CONNECTIONS, at the following unit price each Eight Dollars ($ 8.00) ($ 16.00)

47 For furnishing and installing complete, in place, NORTH HEADWALL - NEBRASKA SECTION , at the following lump sum price Two Hundred Five Dollars ($ 205.00) ($ 205.00)

48 For furnishing and installing complete, in place, SOUTH HEADWALL-NEBRASKA SECTION, at the following lump sum price Two Hundred Fifty Five Dollars ($ 255.00) ($ 255.00)

49 For furnishing and installing complete, in place, ELEVEN (11) FOUR (4) INCH AND SIX (6) INCH PIPE SUPPORTS, at the following unit price each Twelve Dollars ($ 12.00) ($ 132.00)

50 For furnishing and installing complete, in place, THREE (3) EIGHT (8) INCH AND TEN (10) INCH PIPE SUPPORTS, at the following unit price each Fifteen Dollars ($ 15.00) ($ 45.00)

51 For furnishing and installing complete, in place, THREE (3) TWELVE (12) INCH AND OVER PIPE SUPPORTS, at the following unit price each Twenty-Five Dollars ($ 25.00) ($ 75.00)

Total of Item Extensions ($155,439.23)

It is understood and agreed that the foregoing unit prices will apply in event of additions to or deductions from the estimated quantity of the work as set

out in the specifications or accompanying documents. It is understood and agreed by the undersigned that the City of Fort Wayne, Indiana, reserves the unrestricted privilege of increasing or decreasing the number of items of work set out.

Supplementary Schedule of Unit Prices for Fixing Cost Basis for Changes.

The following unit prices will apply in the event additions to or deductions from the work required in the base bid are ordered:

	Type of Work	Unit	Unit Price
No. 1	Class "A" Concrete in Place (Not including forms)	Per Cubic Yard	$ 13.50
	Thirteen Dollars and Fifty Cents		
No. 2	Class "B" Concrete in Place (Not including forms)	Per Cubic Yard	
	Twelve Dollars		12.00
No. 3	Bar Reinforcing Steel (in place)	Per Pound	
	Six Cents		.06
no. 4	Welded Wire Fabric (in place)	Per Pound	
	Seven Cents		.07
No. 5	Concrete Form Work	Per Square Yard	
	Thirty Cents		.30
No. 6	Fabricated Structural Steel (in place)	Per Pound	
	Ten Cents		.10
No. 7	Excavation (Additional)	Per Cubic Yard	
	Two Dollars		2.00
No. 8	Special Tamping Earth fill in place in 6 inch layers	Per Cubic Foot	
	Twelve Cents		.12
No. 9	Rock Excavation	Per Cubic Yard	
	Five Dollars		5.00
No. 10	Timbering and Sheeting Left in Place	Per Square Foot	
	Twenty Cents		.20
No. 11	Furnishing and Driving Steel Piling	Per Lineal Foot	
	Two Dollars and Twenty-Five Cents		2.25
No. 12	Furnishing and Placing Standard Cast Iron Castings	Per Pound	
	Ten Cents		.10

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor John Dehner, Inc. by and through John Dehner, Sec-Treas. have hereunto respectively set their names in triplicate, the day and year first written above .

JOHN DEHNER, INC.
CONTRACTOR

(SEAL)

Attest

By John Dehner

Secretary-Treasury
Title

Title

60412

CITY OF FORT WAYNE, INDIANA

by and through its

BOARD OF PUBLIC WORKS

Attest:

CHAS. F. HESS
Secretary of Board of Public Works

(SEAL)

ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON

Approved by the Mayor of the City of Fort Wayne, this 18th day of December, 1939.

HARRY W. BAALS

Approved as to form and legality

by WALTER E. HELMKE
City Attorney

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 18th day of December, 1939, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES L. MOELLERING

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of December, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE No. 1999

ARNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of December, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 28th day of December, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2000

An ordinance changing and amending the symbols and indications of a part of Section 4 of the map, which is a part of the General Ordinance No. 1436, the same being "An Ordinance establishing a zoning plan for the city of Fort Wayne; to regulate and restrict the height, area, bulk, and use of buildings; to regulate and determine the area of yards, courts, and other open spaces, to regulate and limit the use and

intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises, and the location of buildings designed for specified uses; to establish building lines, and for such purposes to divide the City into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a Board of Zoning Appeals and providing for review of the decisions of such Board by the court. This ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928" passed November 13, 1928.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the symbols and indications on Section 4 of the Zoning Map, which is a part of General Ordinance No. 1436, as above described, be changed from those of "A" District as now zoned to "D" District on the following described real estate, to-wit:

That part of the southwest quater of Section Fifteen (15), Townsnip Thirty (30) North, Range Twelve (12) East, lying south of Nuttman Avenue, West of Brooklyn Avenue, and north of that portion of Section "A" Indiana Village an Addition to the City of Fort Wayne, according to the recorded plat thereof, which is situated in the quarter section aforesaid, in Allen County, Indiana,

and said area shall be a part of "D" District.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

FRANK W. KING, Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of December, 1939, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2000

ANNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of December, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 28th day of December, 1939.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2001

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between THE JOURNAL-GAZETTE COMPANY of Fort Wayne, Indiana, and the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS.

WHEREAS, The City of Fort Wayne, by and through its Board of Public Works,

and THE JOURNAL-GAZETTE COMPANY of Fort Wayne, entered into a certain contract and agreement on the 19th day of December, 1939, by which contract the said Company agrees to print in the Fort Wayne Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1940 until December 31, 1940, and to furnish the party of the second part One Hundred Twenty-five (125) copies of the Proceedings of each Council Meeting, bound in pamphlet form, and to furnish and complete, upon the termination of the contract, on December 31, 190, One Hundred Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is in the following words and figures, to-wit:

CONTRACT

THIS AGREEMENT, ade and entered into this 19th day of December, 1939, by and between THE JOURNAL-GAZETTE, Party of the First Part, and the CITY OF FORT WAYNE, ALLEN COUNTY, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1940 until December 31, 1940, and to furnish the party of the second part, One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound im pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1940, One Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies. One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound in cloth.

That party of the first part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of One Dollar and Two Cents ($1.02) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the party of the second part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all

proper skill will be exercised and the party of the first part agrees to furnish sufficient bond in the sum of Two Thousand ($2,000.00) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said party of the second part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals theday and year above written.

THE JOURNAL-GAZETTE COMPANY,

BY F. B. RITCHEY
Business Manager

BY A. F. SCHELLER
Secretary
Party of the First Part

(SEAL)

H. W. BEALS
Mayor of the City of Fort Wayne

CITY OF FORT WAYNE, INDIANA
BY: BOARD OF PUBLIC WORKS

ATTEST:
CHARLES F. HESS
Secretary

ROBERT G. BEALS

J. H. JOHNSON

DAVID BEALS
Party of the Second Part

Approved as to legality and form

WALTER E. HELMKE
City Attorney

NOW,THEREFORE,BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into the 19th day of December, 1939, by and between the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, and THE JOURNAL-GAZETTE COMPANY, by the terms of which contract said Company agrees to print in THE FORT WAYNE JOURNAL-GAZETTE PROCEEDINGS of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1940 until December 31, 1940, and to furnish the parties of the second part One Hundred Twenty-five (125) copies of the Proceedings of each Council meeting and bind the same in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1940, One Hundred and Fifty (150) copies of the Proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is more specifically set forth in the Preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the mayor.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of December, 1939, by a majority

60AHD

vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2001

ANNO C. SPIEGEL
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of December, 1939.

LEONARD H. ELLENWOOD
City Clerk

Approved this 28th day of December, 1939.

H. W. BAILS
Mayor

GENERAL ORDINANCE NO. 2002

AN ORDINANCE regulating traffic upon the public streets of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be unlawful for any driver or owner of any vehicle to stop or park, or allow or permit said vehicle to stop or park for a period of longer than three hours upon the following streets and public highways in the City of Fort Wayne, Indiana, to-wit:

On the South side of Swinney Avenue from the West line of Broadway to the East line of College Street.

Section 2. That this ordinance hereby repeals any and all ordinances in conflict therewith.

Section 3. That any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 4. That this ordinance shall be in full force and take effect from and after its passage and approval by the Mayor and its legal publication.

FRANK W. KING, JR.

The Ordinance was read the third tim e in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of January, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2002

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 19th day of January, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 23rd day of January, 1940.

H. W. BAILS
Mayor

GENERAL ORDINANCE NO. 2003

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of January, 1940, by and through its Board of Public Works, hereinafter called the "OWNER", and General Dredging Co., Inc., hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 5th day of January, 1940, the City of Fort Wayne Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with General Dredging Co., Inc., hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

CONTRACT

for

THE CONSTRUCTION OF THE

FOSTER PARK OUTFALL SEWER AND APPURTENANCES

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, made th 5th day of January, 1940, by and between General Dredging Co., Inc., of Fort Wayne, Indiana, hereinafter called the "Contractor" and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, That the Contractor and the Owner for the Consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

Plan I.

The Contractor shall perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendible equipment, all utility and transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Foster Park Outfall Sewer and Appurtenances of the Sewers and Sewage Treatment Plant Project for the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, prepared by Chas. W. Cole, Engineer, acting and in these contract documents referred to as the Engineer, which plans and specification and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by thiscontract and the other documents constituting a part hereof.

Plan II.

The Contractor shall provide and furnish all the labor, tools, equipment, transportation services, bonds, and insurance required to furnish and deliver to the site of the work, all materials necessary to perform and complete in a workmanlike manner all the work required for the construction of the Foster Park Outfall Sewer and Appurtenances of the Sewers and Sewage Treatment Plant Project for the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above

60410

mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II CONTRACT PRICE

The Owner shall pay the Contractor, under Plan I, for the performance of each of the respective items of work complete in place and/or under Plan II for the furnishing of each of the respective items of materials delivered to the site of the work, the accepted unit price submitted under the respective plans by the Contractor pursuant to the published Notice Inviting Sealed Bids for the construction of the Foster Park Outfall Sewer and Appurtenances and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 13th and 20th days of December, 1939, and the Owner having accepted the Contractor's proposal , as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor, or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out varbatim or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. General Specifications
4. Workmanship and Materials
5. Construction Drawings and Descriptions submitted by the Contractor and approved by the Engineer

Addendum Numbers 1 ___ ___ ___

6. Contractor's Proposal

7. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the comoponent part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have been first approved by the Common Council of said City.

To each of the conditions and stipulation of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE V STATUS OF PLAN I AND PLAN II

The Owner will proceed making the installation under Plan II using relief labor for installation; however, in case of a shortage of labor, or suspension of work under Plan II for other reasons and which would appear to the best interest of the Owner to prosecute the work under Plan I, it is hereby mutually understood and agreed, that the Contractor will, within fifteen (15) days following notice from the Owner that he is to proceed under Plan I, begin work at once and complete any and all remaining work at the accepted bid price set out in his proposal under Plan I.

It is hereby mutually understood and agreed that at any time the Owner elects to proceed under Plan I, the Contractor agrees to furnish any additional surety that may be necessary to meet the contract requirements under Plan I.

ARTICLE VI UNIT PRICES

It is hereby mutually understood and agreed that the Contractor will be paid for the actual work completed under Plan I and/or actual materials delivered to site of work under Plan II, the following unit prices to-wit:

UNDER PLAN I

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and installing complete, in place, one thousand six hundred forty-one (1,641) lineal feet of SIX (6) FEET ZERO (0) INCHES BY SIX (6) FEET ZERO (0) INCHES MONOLITHIC REINFORCED CONCRETE BOX CULVERT, at the following unit price per lineal foot Twenty Three Dollars even ($ 23.00)	($ 37,743.00)
2	For furnishing and installing complete, in place, two hundred seventy-six (276) lineal feet of SIX (6) FEET ZERO (0)INCHES BY SIX (6) FEET ZERO (0) INCHES MONOLITHIC REINFORCED CONCRETE BOX CULVERT ON CURVE, at the following unit price per lineal foot Twenty-nine dollars even ($ 29.00)	($ 8004.00)
3	For furnishing and installing complete, in place,	

60A13

one (1) TRANSITION SECTION, at the following lump sum price Three Hundred Fifty Dollars even ($ 350.00) ($ 350.00)

4 For furnishing and installing complete, in place, five (5) STANDARD MANHOLE FRAMES WITH INLET COVERS, at the following unit price per set Thirty five dollars and no cents ($ 35.00) ($ 175.00)

5 For furnishing and installing complete, in place, one (1) OUTFALL HEADWALL, at the following lump sum price Six Hundred Fifty Dollars even ($ 650.00) ($ 650.00)

6 For wrecking and removing from job site, CONCRETE BRIDGE AT STATION 8+60, CONCRETE HEADWALL STATION 12 + 10 AND SEVENTY-TWO (72) INCH CORRUGATED IRON PIPE STATION 16 + 35, at the following lump sum price Four Hundred Dollars even ($ 400.00) ($ 400.00)

TOTAL OF ITEM EXTENSION - PLAN I ($ 47,322.00)

UNDER PLAN II

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and delivering to within fifty (50) feet of point of usage at site of work, one thousand five hundred twenty (1,520) cubic yards of CLASS "A" CONCRETE, at the following unit price per cubic yard Eight dollars and fifty cents ($ 8.50)	($ 12,920.00)
2	For furnishing and delivering to site of work, one hundred ninety thousand (190,000) pounds of REINFORCING STEEL, at the following unit price per pound Three and seven tenths cents ($ 0.037)	($ 7,030.00)
3	For furnishing and delivering to site of work, twenty thousand (20,000) board feet of No. 2 YELLOW PINE FORM LUMBER, at the following unit price per thousand (1,000) board feet Fifty dollar and no cents ($ 50.00)	($ 1,000.00)
4	For furnishing and delivering to point of usage at site of work, two thousand (2,000) cubic yards of EARTH BORROW, at the following unit price per cubic yard Fifty cents ($ 0.50)	($ 1,000.00)
5	For furnishing and delivering to site of work, five (5) STANDARD MANHOLE FRAMES WITH INLET COVERS, at the following unit prices each	

Seventeen Dollars and No Cents

($ 17.00) ($ 85.00)

6 For furnishing and delivering to site of work, twenty-five (25) CAST IRON MANHOLE PIPES, at the following unit price each Sixty cents

($ 0.60) ($ 15.00)

7 For furnishing and delivering to site of work, one thousand (1,000) MANHOLE BRICK, at the following unit price per thousand (1,000) Twenty-eight dollars and no cents ($ 28.00) ($ 28.00)

8 For furnishing and delivering to site of work, four hundred fifty (450) lineal feet of ONE (1) INCH BY FOUR AND ONE-HALF (4 1/2) INCH EXPANSION JOINT MATERIAL, at the following unit price per lineal foot Eleven cents

($ 0.11) ($ 49.50)

9 For furnishing and delivering to site of work, two hundred twenty-four (224) pieces of ONE-HALF (1/2) I.D. BY NINE (9) INCHES LONG BLACK IRON PIPE, at the following unit price each Eight cents

($ 0.08) ($ 17.92)

10 For furnishing and delivering to site of work, five thousand (5,000) nine (9) inch FORM SPACERS DESIGNED FOR A TWO THOUSAND FIVE HUNDRED (2,500) POUND LOAD AND INCLUDING THE RENTAL FEE ON WEDGES OR TWISTERS FOR FIVE HUNDRED (500) SPACERS FOR A SIX (6) MONTH'S PERIOD, at the following unit price per thousand (1,000) Seventy-eight dollars and no cents

($ 78.00) ($ 390.00)

11 For futnishing and delivering to site of work three hundred (300) gallons of PARAFFIN OIL, at the following unit price per gallon Twenty cents

($ 0.20) ($ 60.00)

12 For furnishing and delivering to site of work, twenty-five (25) tons of COKE, at the following unit price per ton Eleven dollars and no cents

($ 11.00) ($ 275.00)

13 For furnishing and delivering to site of work, six hundred (600) pounds of EIGHT (8) d COMMON NAILS, at the following unit price per pound Four and one-half cents ($ 0.045) ($ 27.00)

14 For furnishing and delivering to site of work, one thousand four hundred (1,400) pounds of SIXTEEN (16) d COMMON NAILS, at the following unit price per

6041d

pound Four and one-half cents

($ 0.045) ($ 63.00)

15 For furnishing and delivering to site of work, twenty-five (25) barrels of PORTLAND CEMENT, at the following unit price per barrel Two dollars and eighty cents ($ 2.80) ($ 70.00)

16 For furnishing and delivering to site of work, twenty-five (25) cubic yards of WASHED SAND, at the following unit price per cubic yard Two Dollars and no cents ($ 2.00) ($ 50.00)

TOTAL OF ITEM EXTENSIONS - PLAN II ($ 23,080.42)

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor General Dredging Co., Inc. by and through (Pres.) Clyde A. Walb have hereunto respectively set their names in triplicate, the day and year first writtenabove.

GENERAL DREDGING CO., INC.
Contractor

(SEAL)

Attest

ALBERT W. WALB
Secretary and Treasurer
Title

By CLYDE O. WALB

PRESIDENT
Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS

ROBERT DEAHL

DAVID DEWIS

J. H. JOHNSON

Attest:

Chas. F. Hopp
Secretary of Board of Public Works

(SEAL)

Approved by the Mayor of the City of Fort Wayne, this 5th day of January, 1940.

H. W. BARLS

Approved as to form and legality

by WALTER E. DEHNKE
City Attorney

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 5th day of January, 1940, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of January, 1940, by a majority

vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2003

FRANK W. KING, Jr.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25th day of January, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 25th day of January, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2004

AN ORDINANCE ratifying and approving a contract entered into on the 23rd day of January, 1940, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and Gargaro Company, Inc., hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 23rd day of January, 1940, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with Gargaro Company, Inc., hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

CONTRACT

for the

RUDISILL INTERCEPTOR EXTENSIONS

DIVISION "A" CONTRACT NO. 18

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 23rd day of January, 1940, by and between Gargaro Company, Inc., Detroit, Michigan, hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the"Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor , tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Rudisill Interceptor Extensions, identified as Division "A", Contract No. 18 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any and all addenda prepared

60AHI

by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit price and/or lump sum price submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 4th and 11th days of January, 1940, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That thsi contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation within one hundred thirty-four (134) consecutive calendar days after and including the date stated in the Notice to Proceed and it is expressly understood and agreed that Time Is The Essence of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest , and expenses of inspection and administation, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted

beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shallrefund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications, (General Conditions SECTION II)
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials
   Detail Specifications
   Addendum Numbers 1 ___ ___ ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act of deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmlessagainst all suits and actions of every name and description brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents or employees, subcontractors or their employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any ommission or act of the Contractor, his agents or employees, and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satis-

60410

faction of the said Board of Public Works.

ARTICLE VII UNIT PRICED

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and installing complete, in place, one thousand seven hundred sixty-one (1,761) lineal feet of SIXTY (60) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twenty-one Dollars only ($ 21.00)	($ 36,981.00)
2	For furnishing and installing complete, in place, eight hundred twenty-seven (827) lineal feet of FIFTY-FOUR (54) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twelve Dollars and Eighty Cents ($ 12.80)	($ 10,585.60)
3	For furnishing and installing complete, in place, one thousand eight hundred sixteen (1,816) lineal feet of FORTY-EIGHT (48) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Eleven Dollars only ($ 11.00)	($ 19,976.00)
4	For furnishing and installing complete, in place, one thousand fourteen (1,014) lineal feet of FORTY-TWO (42) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twelve Dollars only ($ 12.00)	($ 12,168.00)
5	For furnishing and installing complete, in place, two hundred fifteen (215) lineal feet of THIRTY-SIX (36) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Nine Dollars and Fifty Cents ($ 9.50)	($ 2,042.50)
6	For furnishing and installing complete, in place, one hundred fifty-seven (157) lineal feet of THIRTY (30) INCH STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Six Dollars and Seventy-five Cents ($ 6.75)	($ 1,059.75)
7	For furnishing and installing complete, in place, six hundred twenty-six (626) lineal feet of TWENTY-FOUR (24) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Five Dollars only ($ 5.00)	($ 3,130.00)

8 For furnishing and installing complete, in place, two hundred sixty-six (266) lineal feet of TWENTY-FOUR (24) INCH STANDARD REINFORCED CONCRETE PIPE SEWER, at the following unit price per lineal foot Four Dollars only ($ 4.00) ($ 1,064.00)

9 For furnishing and installing complete, in place, one hundred ten (110) lineal feet of TWENTY-ONE (21) INCH STANDARD CONCRETE PIPE SEWER WITH SPECIAL REINFORCING, at the following unit price per lineal foot Four Dollars and Fifty Cents ($ 4.50) ($ 495.00)

10 For furnishing and installing complete, in place, one thousand fifty-two (1,052) lineal feet of EIGHTEEN (18) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Four Dollars and Twenty-five Cents ($ 4.25) ($ 4,471.00)

11 For furnishing ans installing complete, in place, forty-eight (48) lineal feet of TWENTY-FOUR (24) INCH STANDARD REINFORCED CONCRETE CONNECTING PIPE SEWER, at the following unit price per lineal foot Three Dollars and Fifty Cents ($ 3.50) ($ 168.00)

12 For furnishing and installing complete, in place, ninety-nine (99) lineal feet of EIGHTEEN (18) INCH VITRIFIED TILE CONNECTING PIPE SEWER, at the following unit price per lineal foot Two Dollars only ($ 2.00) ($ 198.00)

13 For furnishing and installing complete, in place, one hundred three (103) lineal feet of FIFTEEN (15) INCH VITRIFIED TILE CONNECTING PIPE SEWER, at the following unit price per lineal foot One Dollar Fifty Cents ($ 1.50) ($ 154.50)

14 For furnishing and installing complete, in place, five hundred fifty-seven (557) lineal feet of TWELVE (12) INCH VITRIFIED TILE CONNECTION PIPE SEWER, at the following unit price per lineal foot One Dollar and Twenty-five Cents ($ 1.25) ($ 696.25)

15 For furnishing and installing complete, in place, EIGHT (8) STANDARD MANHOLES ON SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES INCLUSIVE, MAXIMUM HEIGHT SIX (6) FEET ZERO (0) INCHES, at the following unit price each One Hundred Dollars only ($ 100.00) ($ 800.00)

6041

16 For furnishing and installing complete, in place, THREE (3) STANDARD MANHOLES ON SEWERS THIRTY-THREE (33) INCHES TO FORTY-EIGHT (48) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred and Seventy Dollars ($ 170.00) ($ 510.00)

17 For furnishing and installing complete, in place, THREE (3) STANDARD MANHOLES ON SEWERS FIFTY-FOUR (54) INCHES TO SIXTY (60) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred and Eighty Dollars only ($ 180.00) ($ 540.00)

18 For fusnishing and installing complete, in place, SEVEN (7) JUNCTION MANHOLES ON SEWERS TWELVE (12) INCHES TO THIRTY (30) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred and Fifty Dollars only ($ 150.00) ($ 1,050.00)

19 For furnishing and installing complete, in place, SEVEN (7) JUNCTION MANHOLES ON SEWERS THIRTY-THREE (33) INCHES TO FORTY-EIGHT (48) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each Two Hundred Dollars only ($ 200.00) ($ 1,400.00)

20 For furnishing and installing complete, in place, SIX (6) JUNCTION MANHOLES ON SEWERS FIFTY-FOUR (54) INCHES TO SIXTY (60) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each Two Hundred Dollars only ($ 200.00) ($ 1,200.00)

21 For furnishing and installing complete, in place, one hundred thirty (130) linear feet of ADDITIONAL HEIGHT OF MANHOLES ON SEWERS TWELVE (12) INCHES TO FORTY-EIGHT (48) INCHES INCLUSIVE, at the following unit price per linear foot Fourteen Dollars only ($ 14.00) ($ 1,820.00)

22 For furnishing and installing complete, in place, ninety-seven (97) linear feet of ADDITIONAL HEIGHT OF MANHOLES ON SEWERS FIFTY-FOUR (54) INCHES TO SIXTY (60) INCHES INCLUSIVE, at the following unit price per linear foot Twelve Dollars only ($ 12.00) ($ 1,164.00)

23 For furnishing and installing complete, in place, JUNCTION CHAMBER AT RUBISLEE BOULEVARD AND CALHOUN

STREET, at the following lump sum price _____

Fifteen Hundred Dollars only

($ 1500.00) ($ 1,500.00)

24 For furnishing and installing complete, in place, JUNCTION CHAMBER AT CALHOUN STREET AND LEXINGTON AVENUE, at the following lump sum price_____

Five Hundred and Twenty-five dollars

($ 525.00) ($ 525.00)

25 For furnishing and installing complete, in place, JUNCTION CHAMBER AT HOLTON AVENUE AND BAKER STREET, at the following lump sum price Seven Hundred and Fifty Dollars ($ 750.00) ($ 750.00)

26 For furnishing and installing complete, in place, JUNCTION CHAMBER AT STATION 8 + 14.90 ON HOLTON AVENUE BRANCH, at the following lump sum price ____

Six Hundred Dollars only

($ 600.00) ($ 600.00)

27 For furnishing and installing complete, in place, EIGHT (8) TWELVE (12) INCH DROP DRAIN CONNECTIONSON SEWERS FORTY-EIGHT (48) INCHES AND LARGER, at the following unit price each Thirty Dollars only

($ 30.00) ($ 240.00)

28 For furnishing and installing complete, in place, thirty-three (33) lineal feet of TWELVE (12) INCH DROP SEWER, at the following unit price per lineal foot Seven Dollars only

($ 7.00)

29 For furnishing and installing complete, in place, SEVEN (7) SPECIAL INLETS, at the following unit price each One Hundred and Thirty Dollars

($ 130.00) ($ 910.00)

30 For furnishing and installing complete, in place, NINE (9) STANDARD INLETS, at the following unit price each Sixty Dollars only

($ 60.00) ($ 540.00)

31 For furnishing and installing complete, in place, FIFTEEN (15) STANDARD CATCH BASINS, at the following unit price each One Hundred and Forty Dollars

($ 140.00) ($ 2,100.00)

32 For furnishing and installing complete, in place, one thousand one hundred eighty-seven (1,187) square yards of SPECIAL CONCRETE ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard

Four Dollars only

($ 4.00) ($ 4,748.00)

6041d

33 For furnishing and installing complete, in place, eighty-seven (87) square yards of SHELT ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard Three Dollars only ($ 3.00) ($ 261.00)

34 For furnishing and installing complete, in place, one thousand fifty-one (1,051) square yards of CONCRETE ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard Three Dollars only ($ 3.00) ($ 3,153.00)

35 For furnishing and installing complete, in place, sixty-two (62) square yards of BITUMINOUS MIX PAVEMENT REPLACEMENT, at the following unit price per square yard One Dollar and Fifteen Cents ($ 1.15) ($ 71.30)

36 For furnishing and installing complete, in place, three thousand one hundred eleven (3,111) square yards of GRAVEL PAVEMENT REPLACEMENT, at the following unit price per square yard Fifty Cents ($ 0.50) ($ 1,555.50)

37 For furnishing and installing complete, in place, twenty-five (25) square feet of BRICK SIDEWALK REPLACEMENT, at the following unit price per square foot Twenty-five Cents ($ 0.25) ($ 6.25)

38 For furnishing and installing complete, in place, seventy (70) square feet of CONCRETE SIDEWALK REPLACEMENT, at the following unit price per square foot Twenty Cents ($ 0.20) ($ 14.00)

39 For furnishing and installing complete, in place, fifty-one (51) lineal feet of CURB REPLACEMENT, at the following unit price per lineal foot One Dollar and Twenty-five Cents ($ 1.25) ($ 63.75)

40 For furnishing and installing complete, in place, FORTY-TWO (42) SIX (6) INCH "T" HOUSE CONNECTIONS, at the following unit price each Twelve Dollars and Fifty Cents ($ 12.50) ($ 525.00)

41 For furnishing and installing complete, in place, NINE (9) SIX (6) INCH "Y" HOUSE CONNECTIONS, at the following unit price each Two Dollars only ($ 2.00) ($ 18.00)

42 For furnishing and installing complete, in place,

	Seven hundred seventy-four (774) cubic yards of SAND BEDDING FOR SEWERS, at the following unit price per cubic yard Two Dollars and Fifty Cents	($ 2.50)	($ 1,935.00)
43	For furnishing and installing complete, in place, TWENTY-SIX (26) FOUR (4) INCH AND SIX (6) INCH PIPE SUPPORTS, at the following unit price each Ten Dollars only	($ 10.00)	($ 260.00)
44	For furnishing and installing complete, in place, ELEVEN (11) EIGHT (8) INCH AND TEN (10) INCH PIPE SUPPORTS, at the following unit price each Fifteen Dollars only	($ 15.00)	($ 165.00)
		Total of Item Extensions	($121,845.40)

It is understood and agreed that the foregoing unit prices will apply in event of additions to or deductions from the estimated quantity of the work as set out in the specifications or accompanying documents. It is understood and agreed by the undersigned that the City of Fort Wayne, Indiana, reserves the unrestricted privilege of increasing or decreasing the number of items of work set out.

2. Supplementary Schedule of Unit Prices for Fixing Cost Basis for Changes. The following unit prices will apply in the event additions to or deductions from the work required in the base bid are ordered.

	Type of Work	Unit	Unit Price
No. 1	Class "A" Concrete in Place(Not including forms) Not Accepted	Per cubic Yard Dollars	$
No. 2	Class "B" Concrete in Place (Not including forms) Not Accepted	Per Cubic Yard Dollars	$
No. 3	Bar Reinforcing Steel (in place) Six Hundredths	Per Pound Dollars	$ 0.06
No. 4	Welded Wire Fabric (in place) Twelve Hundredths	Per Pound Dollars	$ 0.12
No. 5	Concrete Form Work Thirty-five Hundredths	Per Square Foot Dollars	$ 0.35
No. 6	Fabricated Structural Steel (in place) Twelve Hundredths	Per Pound Dollars	$ 0.12
No. 7	Excavation (Additional) Three	Per Cubic Yard Dollars	$ 3.00
No. 8	Special Tamping Earth fill in place in 6 inch layers Twelve Hundredths	Per Cubic Foot Dollars	$ 0.12
No. 9	Rock Excavation Not Accepted	Per Cubic Yard Dollars	$
No. 10	Timbering and Sheeting Left in Place Twenty Hundredths	Per Square Foot Dollars	$ 0.20

60418

No.11	Furnishing and Driving Steel Piling Three	Per Lineal Foot Dollars	$ 3.00
No. 12	Furnishing and Placing Standard Cast Iron Castings Fifteen Hundredths	Per Pound Dollars	$ 0.15

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor Gargaro Company, Inc., by and through E. D. Gargaro, Vice President E. J.Gargaro, Secretary have hereunto respectively set their names in triplicate, the day and year first written above.

GARGARO COMPANY, INC.
CONTRACTOR

(SEAL)

Attest:

E. J. Gargaro
Secretary
Title

By E. D. Gargaro
Vice President
Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS

Attest

Chas F. Hess
Secretary of Board of Public Works

(SEAL)

Robert G. Beams

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 23rd day of January, 1940.

H. W. BAALS

Approved as to form and legality

By Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P. W. A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Gargaro Company, Inc., of Detroit, Michigan as principal, and Standard Accident Ins. Company of Detroit,Michigan as surety, are held firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of One hundred twenty-one thousand, eight hundred forty-five dollars and 40/100 Dollars ($ 121,845.40) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 23rd day of January, 1940.

The condition of this obligation is such that whereas the above named principal did, on the 23rd day of January, 1940, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to perform everything required to be performed and shall provide and furnish at his sole cost and expense all

the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Ruaisill Interceptor Extensions for the sum of One Hundred Twenty-one Thousand Eight Hundred Forty-five Dollars and 40/100 Dollars ($ 121,845.40) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said rpincipal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein:

Now, if said principal shall well and faithfully do and perform the things agreed by be done and performed according to the term of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm, or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; thenthis obligation shall be void, otherwise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgement rendered against the City of Fort Wayne, as aforesaid, in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of said Contractor, or its agents, employees or workmen in the premises, and also that any judgement of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and totne terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of General Assembly of Indiana, of 1933, shall be, operate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

6014C

IN WITNESS THEREOF, we have this 23rd day of January, 1940, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

GARGARO COMPANY, INC.
Principal

Seal

By E.D.Gargaro, Vice Pres.
Authorized Agent

Standard Accident Ins. Company
Surety

Seal

By E.M. Curry

Yaste & Zent
By:C.H.Yaste
(Authorized Agents)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came Gargaro Company, Inc. E. D. Gargaro, Vice Pres., as Principal, and E. M. Curry, of the Standard Accident Ins., Company Attorney in Fact, for said Standard Accident Ins., Company as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribe to before me, a Notary Public, this 23rd day of January, 1940.

Helen Sheets
Notary Public

My commission exspires 11 day of February, 1941.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the ____ day of January, 1940, as fully set out above is hereby ratified and adopted.

Sec. 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C. Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of February, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2004

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 15 day of February, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 15 day of February, 1940.

H. W. BRALS
Mayor

GENERAL ORDINANCE NO. 2005

AN ORDINANCE ratifying and approving a contract entered into on the 6th day of February, 1940, by and between the City of Fort Wayne, by and through its Board of Public Works, and the Indiana Service Corporation.

WHEREAS, on the 6th day of February, 1940, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Indiana Service Corporation, which contract is in the following words and figures, to-wit:

E A S E M E N T

THIS AGREEMENT, made and executed in duplicate this _____day of_____, 1940, by and between Indiana Service Corporation, an Indiana corporation with its principle place of business at Fort Wayne, Indiana, hereinafter called "Grantor", and City of Fort Wayne, a municipality of the State of Indiana, hereinafter called "Grantee", WITNESSETH, THAT:

For and in consideration of the several and mutual covenants of the parties hereto it is agreed by and between them as follows:

1. The Grantor does hereby grant, but without warranty of any kind or character either express or implied, unto the Grantee a permanent and perpetual easement, with the right and authority in said Grantee to construct, maintain, operate, repair, replace, and renew a twenty-seven (27) inch sewer extending between Spy Run Avenue and the point where Penn Avenue in the City of Fort Wayne intersects the strip of ground commonly known as the Old Feeder Canal Right of Way, and a ten (10) inch sewer across the real estate hereinafter described, for the purpose of effecting a crossing of the St. Joseph River to the point where Charlotte Avenue in the City of Fort Wayne intersects the east bank of said river, and for no other purpose, which said easement is more specifically described as being on, along, and under the following described real estate situate in Allen County, Indiana, to wit:

Said easement shall extend from the east property line of Spy Run Avenue to the north line of Penn Avenue as it would intersect if extended, the following described premises known as the St. Joe feeder to the Wabash and Erie canal and being so much of the St. Joe feeder as lies north and east of Spy Run Avenue where the said feeder canal crosses said Spy Run Avenue in the southeast quarter of section 35, in Washington Townsnip, Allen County, a na extending to and including the intersection with said canal of Penn Avenue extended, including all the real estate occupied by the bed of said feeder and its banks, margins, water rights, rights of way, locks, dams, reservoirs and their appurtenances as lie between the points aforesaid. Also a strip of land one rod wide along the west bank of the feeder canal across the full length of all that part of Lot Number Two (2) in the Eliza Hanna, Senior, subdivision of the west part of Section 25 and the east part of 26 in Township 31 north, range 12 east, which lies adjacent to said feeder canal.

2. The Grantee hereby agrees for itself, its agents, employees, contractors, and all other persons now or hereafter engaged in the construction, main-

60 Ind

tenance, operation, repair, replacement, and renewal of said sewers as follows, and said grant of easement is expressly subject to the conditions and agreements as follows:

(a) That said sewers will be located over said above described real estate and constructed in accordance with the plans of the Grantee, as prepared by Charles W. Cole, consulting engineer for said City, which plans are on record with the Grantee and entitled, "Sewers and Sewage Treatment, Project PWA Docket Indiana 1081-F, Clinton Street Interceptor, Division A, Contract No. 13, dated September 1939", which said plans are hereby incorporated in and made a part of this instrument of easement, the same as if set forth verbatim herein.

(b) Wherever the construction operations in connection with the use of this easement are adjacent to poles, towers, tracks, or other property of the Grantor, the Grantee shall employ or cause to be employed such methods of construction as are satisfactory to the Grantor and have been first approved by the Grantor. The City, through its agents, employees, contractors, or subcontractors shall furnish to the Grantor satisfactory evidence that the methods to be used in locating and constructing said sewers are to the satisfaction of the Grantor. Wherever said sewers are to be costructed below existing street car tracks along said easement, the City shall remove the abandoned track material necessary for such construcion and shall pile the material so removed in an orderly manner on said easement at points designated by the Grantor. The Grantee shall employ or cause to be employed such methods of construction as will permit the Grantor to maintain uninterrupted street car service on its lines where such service is to be maintained. Said City shall employ or cause to be employed suitable construction methods, such as shoring, bracing, and sheeting excavations and tunneling where necessary so as to avoid disturbance of the Grantor's structures or lines, and said Grantee expressly agrees that if said structures or lines be disturbed or damaged, with or without fault, it will replace the same forthwith to their former condition to the satisfaction of the Grantor. The Grantee guarantees that wherever said sewer crosses under a transmission line tower of the Grantor, it will cross under said tower by tunneling between points fifteen (15) feet from each side of said tower and will shore excavations adjacent to each terminal of said tunnel, so as to eliminate the hazard of foundation failure, and that it will restore any foundation failure, whether caused by fault of the Grantee or not. No excavating machinery used in the construction of said sewer shall be used so as to come nearer than ten (10) feet from any transmission line conductor of the Grantor.

(c) Said sewer construction shall in all other respects be in accordance with the specifications entitled, "Instructions to Bidders, General Specifications for Workmanship and Materials, Detail Specifications and Form of Proposal Contract and Bonds for the Construction of the Clinton Street Interceptor and Appurtenances, Division A, Contract No. 13, as Prepared by Charles W. Cole, Consulting Engineer of the City of Fort Wayne Sewers and Sewage Treatment Plant Project", all of which are incorporated in and made a

part of this grant of easement with the same effect as if written herein verbatim.

(d) The Grantee expressly agrees to and does hereby indemnify and save the Grantor harmless from any and all damage, loss, claims, demands,costs, or expenses by reason of injury or death to persons, including officers, employees, agents, or invitees of the Grantee, officers, employees, agents, or invitees of the Grantor, and of all other persons whomsoever, or damage to property of any person, including without being limited to the property of the Grantor or the Grantee: caused by or in any way arising out of the construction, maintenance, operation, repair, replacement, or removal of said aforementioned sewers or the use thereof, regardless of the approval by the Grantor of the method of construction, operation, maintenance, repair, replacement, or removal thereof by the Grantee, and regardless of whether such damage, loss,cost, demands, or expenses are occasioned by acts of the Grantee, its agents, employees, contractors, or subcontractors.

(e) The Grantee agrees to construct, lay, use, operate, maintain, repair, and replace said sewers so as not to interfere with the Grantor's use of its real estate, and to pay to Grantor any and all damage suffered or sustained by it by reason of such construction, use, operation, maintenance, repair, removal, or change of said sewer or sewers.

3. The Grantee agrees to assume and bear all loss, cost, damage, or expense suffered or sustained by its and resulting from damage to or destruction of its property by reason of the location, use, operation, maintenance, replacement, renewal, and or repair of any of Grantor's electric transmission lines, or street railway lines, or other uses made of the above described real estate by the Grantor.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed by their officers duly authorized by law so to do as of the day and year first above written.

CITY OF FORT WAYNE

By ROBERT G. BEAMS (Signed) (
DAVID LEWIS (Signed)) BOARD OF
J. H. JOHNSON (Signed) (PUBLIC WORKS

ATTEST:

CHARLES F. HESS (Signed)

INDIANA SERVICE CORPORATION

By W. MARSHALL DALE (Signed)
President

ATTEST:

B. P. SHEARON (Signed)
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 6th day of February, 1940, W. Marshall Dale and B. P. Shearon, known to me to be respectively President and Secretary of

COPIED

of Indiana Service Corporation, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed as such President and Secretary respectively, and the voluntary act and deed of said Indiana Service Corporation.

WITNESS my hand and notarial seal.

GRACE K. MESNER (Signed)
Notary Public

My commission expires
March 13, 1943

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 6th day of February , 1940, ROBERT G. BEAMS, DAVID LEWIS and J.H. JOHNSON , to me known to be, respectively, the duly elected, qualified, and acting MEMBERS of the BOARD of WORKS of the City of Fort Wayne, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed as such MEMBERS of the BOARD of WORKS and the voluntary act and deed of said City of Fort Wayne, and EACH being first duly sworn, upon oath deposed and said that they executed said instrument for and on behalf of said City of Fort Wayne pursuant to authority granted to them by the Common Council of the City of Fort Wayne in the manner provided by law.

WITNESS my hand and notarial seal.

LLOYD S. HARTZLER (Signed)
Notary Public

My commission expires
January 25, 1943

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 6th day of February, 1940, as fully set out above be and same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PHAMPLET FORM REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of March, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 2005

FRANK W. KING JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 15th day of March , 1940

LEONARD H. ELLENWOOD
City Clerk

Approved this 16th day of March, 1940

H.W. BAALS
Mayor

GENERAL ORDINANCE NO. 2006

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne, Indiana, to sell Lot Number Forty (40), Second Interurban Acre Addition to the City of Fort Wayne, Allen County, Indiana, and Lot Number Six (6) Fernhill Gardens Addition to the City of Fort Wayne, Allen County, Indiana, and structures and improvements located on said real estate.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works by and is hereby authorized to sell the following described real estate, and all structures and improvements located thereon, being as follows, to-wit:

Lot Number Forty (40), Second Interurban Acre Addition to the City of Fort Wayne, Allen County, Indiana.

Lot Number Six (6) Fernhill Gardens Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That the Board of Public Works, through the City Attorney, file in the Circuit Court of Allen County, Indiana, a petition for appointment of appraisers to appraise said property and that said real estate be sold for not less than such appraisement.

Section 3. That the Mayor of the City of Fort Wayne is hereby authorized to execute a deed in the name of the City of Fort Wayne and attested by the City Clerk and with the seal of the City affixed, conveying said real estate to the purchaser of the same.

Section 4. That this ordinance be in full force and effect from and after its passage and approvalby the Mayor.

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of April, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2006

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 10th day of April, 1940.

LEONARD H. ELLENWOOD
City Clerk

6041d

Approved this 10th day of April, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2007

AN ORDINANCE ratifying and approving a contract entered into on the 28th day of March, 1940, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", and the Hipskind Heating and Plumbing Company of Fort Wayne, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore onthe 28th day of March, 1940, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with the Hipskind Heating and Plumbing Company of Fort Wayne, hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

CONTRACT

for

SPRING STREET SECTION,

NEBRASKA INTERCEPTOR AND APPURTENANCES

DIVISION "A" CONTRACT NO. 20

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 28th day of March, 1940, by and between T. Fred Hipskind and J. Henry Hipskind d.b.a. Hipskind Heatind and Plumbing Company, Fort Wayne, Indiana, hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARRICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation service, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Spring Street Section , Nebraska Interceptor and Appurtenances, identified as Division "A", Contract No. 20 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any and all addenda prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above the mentioned are hereby made and part of this contract; and the Contractor shall do everything required by this contract

and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit prices submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the City of Fort Wayne, Indiana, on the 8th and 15th days of March, 1940, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on his behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begine work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and sucessful operation on or before June 16th, 1940, and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner

PIA89

above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications, (General Conditions SECTION II)
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials

   Detail Specifications

   Addendum Numbers 1 2 3 4 ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and description brought against the City of Fort Wayne, for, or account of any such injuries to real or personal property, or injuries received or death sustained by any perso n or persons, caused by said Contractor, his servants, agents,or employees, subcontractors, or their employees, in the execution of said work; or by or in consequence or any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE VII UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to or deductions

from the work to be performed under this contract are required.

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and installing complete, in place fifty-nine (59) lineal feet of TWELVE (12) INCH VITRIFIED TILE PIPE SEWER, at the following unit price per lineal foot Two Dollars and 50/100 ($ 2.50)	($ 147.50)
2	For furnishing and installing complete, in place, three hundred fifty (350) lineal feet of FORTY-TWO (42) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Eight Dollars and Sixty-Eight Cents ($ 8. 8)	($ 3,038.00)
3	For furnishing and installing complete, in place, one thousand one hundred sixty-nine (1,169) lineal feet of FORTY-TWO (42) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Eleven Dollars and Fifty Cents ($ 11.50)	($ 13,443.50)
4	For furnishing and installing complete, in place, five hundred eighty-three (583) lineal feet of SIXTY (60) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Thirteen Dollars and twenty-Five Cents ($ 13.25)	($ 7,724.75)
5	For furnishing and installing complete, in place, five hundred ninety-nine (599) lineal feet of SIXTY (60) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Fourteen Dollars and Forty Cents ($ 14.40)	($ 8,625.60)
6	For furnishing and installing complete, in place, one thousand eight hundred forty-three (1,843) lineal feet of SEVENTY-TWO (72) INCH STANDARD REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Sixteen Dollars and Thirty-Four Cents ($ 16.34)	($ 30114. 62)
7	For furnishing and installing complete, in place, eight hundred fourteen (814) lineal feet of EIGHTY-FOUR (84) INCH EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE SEWER, at the following unit price per lineal foot Twenty-Three Dollars and Thiry-Four Cents	

GUARD

_____ ($ 23.34) ($ 18,998.76)

8 For furnishing and installing complete, in place, forty (40) lineal feet of FORTY-TWO (42) INCH TUNNEL SECTION SEWER IN TUNNEL, at the following unit price per lineal foot Thirty Dollars

_____ ($ 30.00) ($ 1,200.00)

9 For furnishing and installing complete, in place, one hundred twenty-five (125) lineal feet of EIGHTY-FOUR (84) INCH TUNNEL SECTION SEWER IN TUNNEL, at the following unit price per lineal foot

Forty-Five Dollars ($ 45.00) ($ 5,625.00)

10 For furnishing and installing complete, in place, ninety-five (95) lineal feet of SEVENTY-TWO (72) INCH MONOLITHIC CONCRETE SEWER ON CURVE, at the following unit price per lineal foot

Twenty-Eight Dollars ($ 28.00) ($ 2,660.00)

11 For furnishing and installing complete, in place, sixty-three (63) lineal feet of EIGHTY-FOUR (84) INCH MONOLITHIC CONCRETE SEWER ON CURVE, at the following unit price per lineal foot

Twenty-Nine Dollars and Fifty Cents

_____ ($ 29.50) ($ 1,858.50)

12 For furnishing and installing complete, in place, one hundred thirty-two (132) lineal feet of TWELVE (12) INCH VITRIFIED TILE CONNECTING PIPE SEWER, at the following unit price per lineal foot

Two Dollars and Twenty-Five Cents

_____ ($ 2.25) ($ 297.00)

13 For furnishing and installing complete, in place, one (1) STANDARD MANHOLE ON TWELVE (12) INCH SEWERS, MAXIMUM HEIGHT SIX (6) FEET ZERO (0) INCHES, at the following unit price each One Hundred Ten Dollars ($ 110.00) ($ 110.00)

14 For furnishing and installing complete, in place, thirty-seven (37) lineal feet of ADDITIONAL HEIGHT OF STANDARD MANHOLE ON TWELVE (12) INCH AND FORTY-TWO (42) INCH SEWERS, at the following unit price per lineal foot Nine Dollars

_____ ($ 9.00) ($ 333.00)

15 For furnishing and installing complete, in place, ONE (1) STANDARD MANHOLE ON FORTY-TWO (42) INCH SEWERS, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred Twenty Dollars ($ 120.00) ($ 120.00)

16 For furnishing and installing complete, in place, FIVE (5) JUNCTION MANHOLES ON FORTY-TWO (42) INCH SEWERS, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred Forty Dollars ($ 140.00) ($ 700.00)

17 For furnishing and installing complete, in place, FOUR (4) STANDARD MANHOLES ON SEWERS SIXTY (60) TO EIGHTY-FOUR (84) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred Forty-five Dollars ($ 145.00) ($ 580.00)

18 For furnishing and installing complete, in place, THIRTEEN (13) JUNCTION MANHOLES ON SEWERS SIXTY (60) TO EIGHTY-FOUR (84) INCHES INCLUSIVE, MAXIMUM HEIGHT TEN (10) FEET ZERO (0) INCHES, at the following unit price each One Hundred Ninety Dollars ($ 190.00) ($ 2,470.00)

19 For furnishing and installing complete, in place, forty-eight (48) lineal feet of ADDITIONAL HEIGHT OF MANHOLES ON SEWERS SIXTY (60) TO EIGHTY-FOUR (84) INCHES INCLUSIVE, at the following unit price per lineal foot Eleven Dollars and Twenty-five Cents ($ 11.25) ($ 540.00)

20 For furnishing and installing complete, in place, fifteen (15) lineal feet of TWELVE (12) INCH DROP SEWER, at the following unit price per lineal foot Three Dollars ($ 3.00) ($ 45.00)

21 For furnishing and installing complete, in place, thirteen (13) lineal feet of FIFTEEN (15) INCH DROP SEWER, at the following unit price per lineal foot Three Dollars and Seventy-five Cents ($ 3.75) ($ 48.75)

22 For furnishing and installing complete, in place, eight (8) lineal feet of EIGHTEEN (18) INCH DROP SEWER, at the following unit price per lineal foot Five Dollars and Fifty Cents ($ 5.50) ($ 44.00)

23 For furnishing and installing complete, in place, THIRTEEN (13) TWELVE (12) INCH DROP DRAIN CONNECTION ON SEWERS FORTY-EIGHT (48) INCHES AND LARGER, at the following unit price each Twenty Dollars ($ 20.00) ($ 260.00)

24 For furnishing and installing complete, in place, HEADWALL STRUCTURE, at the following lump sum price

COPIED

Eleven Thousand Dollars ($ 11,000.00) ($ 11,000.00)

25 For furnishing and installing complete, in place, JUNCTION CHAMBER AT HARRISON AND FIFTH STREETS, at the following lump sum price Seven Hundred Thirty-Two Dollars ($ 732.00) ($ 732.00)

26 For furnishing and installing complete, in place, JUNCTION CHAMBER AT GELLER AND SPRING STREETS, at the following lump sum price Five Hundred Eighty-Six Dollars ($ 586.00) ($ 586.00)

27 For furnishing and installing complete, in place, JUNCTION CHAMBER AT OAKLAND AND SPRING STREETS, at the following lump sum price Six Hundred Dollars ($ 600.00) ($ 600.00)

28 For furnishing and installing complete, in place, TWO (2) STANDARD INLETS, at the following unit price each Fifty Dollars ($ 50.000) ($ 100.00)

29 For furnishing and installing complete, in place, ONE (1) STANDARD CATCH BASIN, at the following unit price each One Hundred Twenty-five Dollars ($ 125.00) ($ 125.00)

30 For furnishing and installing complete, in place, THREE, (3) INLET TYPE MANHOLE COVERS ON EXISTING MANHOLES, at the following unit price each Six Dollars ($ 6.00) ($ 18.00)

31 For furnishing and installing complete, in place, one hundred two (102) lineal feet of CURB REPLACEMENT, at the following unit price per lineal foot One Dollar ($ 1.00) ($ 102.00)

32 For furnishing and installing complete, in place, seven hundred forty-five (745) square yards of CINDER PAVEMENT REPLACEMENT, at the following unit price per square yard Forty Cents ($ .40) ($ 298.00)

33 For furnishing and installing complete, in place, sixty-six (66) square yards of BRICK PAVEMENT REPLACEMENT, at the following unit price per square yard Four Dollars ($ 4.00) ($ 264.00)

34 For furnishing and installing complete, in place, eight hundred ten (810) square yards of SHEET ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard Three Dollars and Twenty-Five Cents ($ 3.25) ($ 2,632.50)

35 For furnishing and installing complete, in place, three thousand six hundred ten (3,610) square yards of CONTRETE ASPHALT PAVEMENT REPLACEMENT, at the following unit price per square yard_____
Three Dollars and Fifteen Cents
_____($ 3.15 _____) ($ 11,371.50)

36 For furnishing and installing complete, in place, four thousand one hundred seventy-six (4,176) square feet of SHEETING LEFT IN PLACE, at the following unit price per square foot_____
Fifteen Cents ($ .15) ($ 626.40)

37 For furnishing and installing complete, in place, TWENTY-ONE (21) FOUR (4) INCH AND SIX (6) INCH PIPE SUPPORTS, at the following unit price each___
Twelve Dollars ($ 12.00) ($ 252. 00)

38 For furnishing and installing complete, in place, THREE (3) EIGHT (8) INCH AND TEN (10) INCH PIPE SUPPORTS, at the following unit price each_____
Fifteen Dollars ($ 15.00) ($ 45.00)

39 For furnishing and installing complete, in place, THREE (3) TWELVE (12) INCH AND OVER PIPE SUPPORTS, at the following unit price each _____
Eighteen Dollars ($ 18.00) ($ 54.00)

TOTAL OF ITEM EXTENSIONS $ 127,790.38

It is understood and agreed that the foregoing unit prices will apply in event of addition to or deductions from the estimated quantity of the work as set out in the specifications or accompanying documents. It is understood and agreed by the undersigned that the City of Fort Wayne, Indiana, reserves the unrestricted privilege of increasing or decreasing the number of items of work set out.

The following unit prices will apply in the event additions, to or deductions from the work required in the base bid are ordered.

	Type of Work	Unit	Unit Price
No.1	Class "A" Concrete in Place (Not including forms)	Per Cubic Yard	
	Fifteen	Dollars	$ 15.00
No.2	Class "B" concrete in place (Not including forms)	Per Cubic Yard	
	Twelve	Dollars	$ 12.00
No.3	Bar Reinforcing Steel (in place)	Per Pound	
	Ten Cents		$ .10
No.4	Welded Wire Fabric (in place)	Per Pound	
	Fifteen Cents		$ .15

No.5	Concrete Form Work	Per Square Foot	
	Twenty Cents		$ .20
No.6	Fabricated Structural Steel (in place)	Per Pound	
	Twelve Cents		$ .12
No.7	Excavation (additional)	Per Cubic Yard	
	Two ----------	Dollars	$ 2.00
No,8	Special Tamping Earth fill in place in in 6 inch layers	Per Cubic Foot	
	Four Cents		$ .04
No.9	Rock Excavation	Per Cubic Yard	
	Ten ----------	Dollars	$ 10.00
No.10	Sand Bedding	Per Cubic Yard	
	One and 75/100 ----------	Dollars	$ 1.75
No.11	Furnishing and Driving Concrete Piling	Per Lineal Foot	
	Two and 80/100 ----------	Dollars	$ 2.80
No.12	Furnishing and Placing Standard Cast Iron Castings	Per Pound	
	Fifteen Cents		$ .15

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor

T. Fred Hipskind and J. Henry Hipskind d.b.a. Hipskind Heating and Plumbing Company by and through (T. Fred Hipskind and J. Henry Hipskind have hereunto respectively set their names in triplicate, the day and year first written above.

T. Fred Hipskind and
J. Henry Hipskind d.b.a.
CONTRACTOR

(SEAL)

HIPSKIND HEATING AND PLUMBING CO.

Attest:

By J. Henry Hipskind

Partner
Title

Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS

Attest;

Chas. F. Hess
Secretary of Board of Public Works

Robert G. Beams

(SEAL)

David Lewis

J. H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 28th day of March, 1940.

Harry W. Baals

Approved as to form and legality

By Walter E. Helmke
City Attorney

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 28th day of March, 1940, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of April, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2007

GENERAL ORDINANCE NO. 2007

FRANK W. KING
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 10th day of April, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 10th day of April, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2008

AN ORDINANACE changing the name of PHILLIPS STREET, a street and public highway in the City of Fort Wayne, Indiana, to SCOTT AVENUE.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the name of Phillips Street, a street and public highway in the City of Fort Wayne, Indiana be changed to Scott Avenue.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of April, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2008

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 10th day of April, 1940

LEONARD H. ELLENWOOD
City Clerk

Approved this 10th day of April, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2009

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the UTILITIES ELECTRICAL MACHINERY CORPORATION, an Ohio Corporation, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, Indiana, by and through its Board of Public Works.

WHEREAS, on the 9th day of April, 1940, the UTILITIES ELECTRICAL MACHINERY CORPORATION, an Ohio Corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase and demolition and removal of Number 3, 3000 KW turbo-generator, and of Number 4, 4000 KW turbo-generator, together with associated equipment and one 25 ton crane, all of which equipment is located in the generating station of the City Light and Water Utilities, Fort Wayne, Indiana, as more specifically set out in the said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 9th day of April, 1940, by and between the UTILITIES ELECTRICAL MACHINERY CORPORATION, a corporation incorporated under the laws of the State of Ohio, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to pay for all labor, tools and equipment required for the demolition and removal of Number 3, 3000 KW turbo-generator, and of Number 4, 4000 KW turbo-generator , together with associated equipment and one 25 ton crane, all of which equipment is located in the generating station of the City Light and Water Utilities, Fort Wayne, Indiana, and as specified in Contract Number 14, Specification Number 17, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length.

It is understood and agreed by and between the parties hereto that the aforementioned equipment, apparatus and materials removed bythe party of the first part shall become the property of the party of the first part.

The consideration is the payment by the party of the first part to the City of Fort Wayne the sum of EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE ($8,625.00) DOLLARS.

IT IS UNDERSTOOD AND AGREED BY and between the parties hereto that of the

aforementioned amount Seven Hundred Fifty ($750.00) Dollars shall represent the value of Number 3, 3000 KW turbo-generator, and the crane, and that Seven Thousand Eight Hundred Seventy-five ($7,875.00) Dollars shall represent the value of the Number 4, 4000 KW turbo-generator.

TERMS OF PAYMENT: It is understood and agreed by and between the parties hereto that before any demolition or removal is started the party of the first part shall pay in full to the City of Fort Wayne for the apparatus and machinery which is to be removed on the basis of the value hereinbefore set out.

It is understood and agreed by the parties hereto that the party of the first part will demolish and remove Number 3, 3000 KW turbine and crane within thirty (30) calendar days after the execution of the this contract and the approval of the Common Council.

It is understood and agreed by the parties hereto that the party of the first part will demolish and remove Number 4, 4000 KW turbine within thirty (30) calendar days after the party of the first part has been notified by the party of the second part to begin demolition and removal.

It is further understood and agreed between the parties hereto that the party of the first part will be notified by the party of the second part that demolition may be started on the Number 4, 4000 KW turbine has been installed. It is estimated that the installation of the 15,000 KW turbine will be completed by July, 1941. If it should be necessary to extend the time of installation of the new 15,000 KW turbine, it is understood between the parties hereto that the party of the second part may make such extension of time without incurring any obligation to the party of the first part.

That the said party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less that the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of The General Assembly of Indiana of 1935, and as stated in Paragraph No. 30, "Rates of Wages", of the specifications on file in the office of the Board of Public Works.

That the said party of the first part agrees to furnish all necessa ry Workmens Compensation insurance in compliance with the laws of the State of Indiana. The party of the first part further agrees to furnish the necessary personal injury and property damage insurance to save harmless the party of the second part from any and all claims, damages and causes of action incident to the work performed herein.

This contract, although executed on behalf of the City of Fort Wayne by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract the undersigned, each for himself, binds itself its successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BAALS MAYOR

ROBERT G. BEAMS

J. H. JOHNSON

DAVID LEWIS

BOARD OF PUBLIC WORKS, Party of the Second Part

ATTEST:

CHAS. F. HESS
SECRETARY

Approved as to form and legality

WALTER E. HELMKE
City Attorney

UTILITIES ELECTRICAL MACHINERY CORPORATION

BY: I. GEORGE KOHN Vice-President

BY: M. S. KOHN Treasurer

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the UTILITIES ELECTRICAL MACHINERY CORPORATION, an Ohio Corporation, and the CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS, FOR THE SALE AND PURCHASE AND DEMOLITION AND REMOVAL of Number 3, 3000 KW turbo-generator, and of Number 4, 4000 KW turbo-generator, together with associated equipment and one 25 ton crane, all of which equipment is located in the generating station of the City Light and Water Utilities, Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same in all things ratified and approved.

Section 2, That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES B. MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of April, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2009.

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25 day of April, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 26 day of April, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2010

AN ORDINANCE ratifying and approving a certain contract and agreement made

and entered into by and between W. C. Hagerman, T. F. Hagerman and W. O. Hagerman, doing business as the Hagerman Construction Company, a co-partnership of Fort Wayne, Allen County, Indiana, party of the first part and the City of Fort Wayne, a municipal corporation, of Allen County, State of Indiana, by and through its Board of Public Works, party of tne second part.

WHEREAS, on the 8th day of April, 1940, W. C. Hagerman, T. F. Hagerman and W. O. Hagerman, doing business as the Hagerman Construction Company, entered int a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of and construction of an addition to the building at the generating station of he City Light and Water Utilities of Fort Wayne, Indiana, including and addition to the circulating water system, the wrecking and re-modeling of parts of the present building, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 9th day of April, 1940, by and between W. C. Hagerman, T. F. Hagerman and W. O. Hagerman, doing business as the HAGERMAN CONSTRUCTION COMPANY, a co-partnership of Fort Wayne, Allen County, Indiana, party of the first part, and the CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, party of the second part, WITNESSETH:

That the party of the first part, covenants and agrees to furnish and pay for all labor, materail, apparatus and tools necessary for the construction of an addition ot the building at the generating station of the City Light and Water Utilities of Fort Wayne, Indiana, including an addition to the circulating water system, the srecking and remodeling of parts of the present building, as specified in Contract Number 13, Specification Number 17, and as modified by Addendum Number 1, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications, addendum and proposal are made a part of this contract as fully and effectually as if copied herein at full length, and for and in consideration of the payment by the City of Fort Wayne as follows:

SIXTY-ONE THOUSAND SIX HUNDRED TWENTY-NINE ($61,629.00) DOLLARS.

In the event it become necessary, as the work progresses, to extend the foundations to a greater depth than shown on the plans and specifications, such extra work shall be done by the party of the first part in accordance with the written instructions of the party of the second part, for the following unit prices:

Excavation, including labor, bracind, shoring and pumping---$5.00 per cu. yd.

Backfill----------$1.25 per cu. yd.

Concrete work, including labor, materials and forms--------$18.00 per cu. yd.

Re-inforcing steel, incuding material and labor placing-----$ .055 per lb.

It is understood and agr ed by and between the parties hereto that the work covered by this contract is to be performed in accordance with the schedule as set forth in the specifications. This schedule is based on an estimated installation of a turbine by July, 1941. In the event it becomes necessary to extend the time of installation of said turbine beyond July, 1941, it is understood and agreed by and between the

parties hereto that such extension of time will not incur any obligation on the party of the second part and that the party of the first part will plan and coordinate his work in conformity with the installation of a new turbine at said generating plant.

The party of the first part agrees that all concrete furnished under this contract shall develop a strength of three thousand (3,000) pounds per square inch in twenty-eight (28) days.

TERMS OF PAYMENT: A written estimate of the value of the work performed and construction completed may be made by the party of the first part on or about the first of each month. The engineers of the party of the second part will check and approve,or check, revise,and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers of the second part, Eighty-five (85) per cent of the value of the work performed and the construction completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers sahll have approved the completed work, and after the party of the second part shall have accepted the work.

It is understood and agre d by and between the parties hereto that the party of the first part shall remove all debris and materials from the property within a reasonable time and the materials so removed shall become the property of the first part.

That the said party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract wich shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 30, "Rates of Wages", of the specifications on file in the office of the Board of Public Works.

That the party of the first part agrees to furnish all necessary Workmen's Compensation insurance in compliance with the laws of the State of Indiana. The party of the first part further agrees to furnish the necessary personal injury and property damage insurance to save harmless the party of the second part from any and all claims, damages and causes of action incident to the work performed herein.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself its successors, and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BAALS MAYOR

ROBERT G. BEAMS

ATTEST: J. H. JOHNSON

CHAS. F. HESS DAVID LEWIS
Secretary BOARD OF PUBLIC WORKS, party of Second Part

HAGERMAN CONSTRUCTION COMPANY

Approved as to form and BY WM. C. HAGERMAN
legality

BY THEODORE F. HAGERMAN

WALTER E. HELMKE BY WM. O. HAGERMAN
City Attorney Contractor, Party of the First Part

NOW,THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between W. C. HAGERMAN, T.F. HAGERMAN and W. O. HAGERMAN, a co-partnership, doing business as HAGERMAN CONSTRUCTION COMPANY, and the CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS, for the sale and purchase and construction of an addition to the building at the generating station of the City Light and Water Utilities of Fort Wayne, Indiana, including an addition to the circulating water system, the wrecking and remodiling of parts of the present building, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 23 day of April, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as

GENERAL ORDINANCE NO. 2010

FRANK W. KING, JR. LEONARD H. ELLENWOOD
President City Clerk

Presented to the Mayor for approval on the 25 day of April, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 26 day of April , 1940

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2011

AN ORDINANCE ratifying and approving a contract entered into on the 17th day of April, 1940, by and between the City of Fort Wayne, Indiana, by and through its Board of Works, hereinafter called the "OWNER", and Charles R. Wermuth & Son, Inc., of Fort Wayne, Indiana, hereinafter called the "CONTRACTOR".

WHEREAS, heretofore on the 17th day of April, 1940, the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "OWNER", entered into a contract with Charles R. Wermuth & Son, Inc., hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

CONTRACT

for the

FURNISHING AND DELIVERING

AND

FURNISHING AND INSTALLING

MISCELLANEOUS EQUIPMENT FOR THE SEWAGE TREATMENT PLANT

DIVISION "C" CONTRACT NO. 19

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

CITY OF FORT WAYNE, INDIANA

P. W. A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 17th day of April, 1940, by and between Charles R. Wermuth & Sons, Inc., Fort Wayne, Indiana hereinafter called the "Contractor", and the City/of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF THE WORK

The Contractor shall perform everything required to be performed and shall provide and firnish at his sole cost and expense all the labor, tools, materials, expendible equ pment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for furnishing and delivering and furnishing and installing miscellaneous equipment for the Sewage Treatment Plant, identified as Division "C" Contract No. 19 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accorances with the contract documents , including any and all addenda, prepared by Chas. W. Cole, Engineer, acting, and in these contract documents above mentioned are hereby made a part of this contract; and the Contract shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor the accepted lump sum bid price for tne performance of th. work complete in place, as submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by The City of Fort Wayne, Indiana, on the 28th dnd 4th days of March and April, 1940 respectively, and the Owner naving accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of tnis contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason or race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race of color:

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidate in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details on or before June 16th, 1940 and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time set out, and it is mutually understood and agre d that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed in the amnner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION 1
2. General Specifications
3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials

   Detail Specifications

   Addendum Numbers 1 2 3 ___ ___ ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal

8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component parts first enumerated above shall govern over any other component part which follows it numerically, except as may be other wise specifically stated.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors, and assigns.

ARTICLE VI ACCEPTED PRICES

Item No.	Description and Approximate Quantity	Item Extension
A-1	For furnishing and delivering complete and ready for operation, the Machine Shop Equipment, identified and described as Group "A" Item No. 1, at the following lump sum price Two Thousand Five Hundred Twenty-Five Dollars ($ 2,525.00)	($ 2,525.00)
A-2	For furnishing and delivering complete and ready for installation, the Laboratory Equipment, described and identified as Group "A" Item No. 2, at the following lump sum price Two Thousand Eight Hundred Seventy-Five Dollars ($ 2,875.00)	($ 2,875.00)
A-3	For furnishing and delivering complete and ready for operation, the Gasoline Crane complete with five-eights (5/8) cubic yard bucket, described and identified as Group "A" Item No.3, at the following lump sum price Eight Thousand Five Hundred Dollars ($ 8,500)	($ 8,500.00)
A-4	For furnishing and deliverin complete and ready for operation , one (1) Gasoline Driven Sludge Disintegrating Mechanism, identified and described as Group"A" Item No. 4, at the following lump sum price One Thousand and Twenty-five Dollars ($ 1,025.00)	($ 1,025.00)
A-5	For furnishing complete and ready for operation, one (1) Motor Truck with chlorine handling bed and one (1) Motor Truck complete with grit dump bed, identified and described as Group "A" Item No. 5, at the following lump sum price for both Three Thousand Seven Hundred Dollars ($ 3,700.00)	($ 3,700.00)
B-1	For furnishing all labor, materials, equipment, supplies, and erecting the Chlorine Unloading Station complete including trolley track, hoist, fence, paving, roadway, grading and appurtenances, identified and described as	

Group "B" Item No. 1, at the following lump sum price

One Thousand Six Hundred Seventy Five Dollars

($ 1,675.00) ($ 1,675.00)

B-2 For furnishing and installing the Combustible Gas Indicating and Alarm Systems in the Main Control Building and the Digester Building, together with all safety apparatus, identified and described as Group "B" Item No. 2, at the following lump sum price

Two Thousand Seven Hundred Seventy Five Dollars

($) ($ 2,775.00)

Total Lump Sum Bid Price ($ 23,075.00)

It is understood and agreed by the undersigned that the City of Fort Wayne, Indiana, reserves the unrestricted privilege of increasing or decreasing the number of items of work set out.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor Charles R. Wermuth & Son, Inc., Fort Wayne, Indiana, by and through (Pres.-Treas.) A. C. Wermuth have hereunto respectively set their names in triplicate, the day and year first written above.

CHARLES R. WERMUTH & SON, INC.
CONTRACTOR

(SEAL)

Attest:

Muriel L. Wermuth
Secretary
Title

By A. C. Wermuth
President-Treasurer
Title

CITY OF FORT WAYNE, INDIANA
By and through its
BOARD OF PUBLIC WORKS

Attest:

CHAS F. HESS
Secretary of Board of Public Works

(SEAL)

Robert G. Beams

David Lewis

John H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 17th day of April, 1940.

H. W. Baals
Mayor

Approved as to form and legality

By Walter E. Helmke
City Attorney

CITY OF FORT WAYNE, INDIANA

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

P. W. A. DOCKET INDIANA 1081-F

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Charles R. Wermuth & Son, Inc. of 1036 St. Mary's Avenue, Fort Wayne, Indiana, as principal, and Aetna Casualty & Surety Companyof Hartford Connecticut, as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, in the penal sum of Twenty-three Thousand Seventy-Five Dollars ($23,075.00) for the payment of which

we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this 17 day of April, 1940

The condition of this obligation is such that whereas the above named principal did, on the 17 day of April, 1940, enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said principal agreed to perform everything required to be performed and shall provide and firnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for furnishing and delivering and furnishing and installing miscellaneous equipment for the Sewage Treatment Plant, identified as Division "C" Contract No. 19, for the sum of Twenty-Three Thousand Seventy-Five Dollars ($23,075.00) and to remove and replace any defective or unsuitable materials, equipment or parts at the expense of said principal which maybe apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein;

Now, if said principal shall well and faithfully do and perform the things agreed by it to be performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person , firm or corporation on account of labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein, them this obligation shall be void, otherwise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgment rendered against the City of Fort Wayne, as aforesaid, in any suits for damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of said Contractor, or its agents, employees or workmen in the premises, and also that any judgment of any court or award of any Board of Arbitrators or of th State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suits or claim arisinf under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contractor to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it soes hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract or to

the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity, or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, opeiate, as and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 17th day of April, 1940, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

CHARLES R. WERMUTH & SON, INC.
Principal

SEAL

By A. C. Wermuth, Pres. and Treas.
Authorized Agent

Aetna Casualty & Surety Company
Surety

SEAL

By Lester W. Ortlieb
Attorney-in-fact

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State, came A. C. Wermuth, Pres.-Treas. of Charles R. Wermuth & Son, Inc., as principal, and Lester W. Orlieb of the Aetna Casualty and Surety Company Attorney in Fact, for said Aetna Casualty and Surety Company, as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notoary Public, this 17th day of April, 1940.

HELEN SHEETS
Notary Public

My commission expires 11th day of February, 1941.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 17th day of April 1940, as fully set out above be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes---eight---Nays---one).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of May, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as

GENERAL ORDINANCE NO. 2011

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 16th day of May, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 18 day of May, 1940

H. W. BAALS
Mayor

GENERAL ORDINANCE NUMBER 2012

An ordinance changing the name of Springfield Avenue to St. Joe River Drive in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the name of Springfield Avenue, a street and public highway in the City of Fort Wayne, Indiana, be changed to St. Joe River Drive, between Parnell Avenue and St. Joe River Drive

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---eight---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting,held on the 28 day of May, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2012

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29 day of May, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29 day of May, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2113

AN ORDINANCE authorizing the Board of Park Commissioners to sell Four (4) Pennsylvania Horse Mowers, One (1) Pennsylvania Pony Horse Mower, Two (2) McCormick two horse 5ft. Cut Side Bar Mowers and Four (4) Steel Dump Body Beds, being obsolete and used equipment owned by Board of Park Commissioners of the City of Fort Wayne.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Park Commissioners be and hereby is authorized to sell the following obsolete and used equipment, to-wit:

Four (4) Pennsylvania Horse Mowers

One (1) Pennsylvania Pony Horse Power

Two (2) McCormick 2 horse 5 ft. Cut Side Bar Mowers

Four (4) Steel Dump Body Beds

and that the said Board of Park Commissioners, through the City Attorney, shall file in Circuit court a petition for appointment of appraisors to appraise said property.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES E. MOLLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---eight---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HERBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28 day of May, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 2013

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented the the Mayor for approval on the 29 day of May, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29 day of May, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2014

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between Westinghouse Electric & Manufacturing Company, a Pennsylvania Corporation, and the City of Fort Wayne, of Allen County, State of Indiana, by and through its Board of Public Works.

WHEREAS, on the 1st day of May, 1940, the Westinghouse Electric and Manufacturing Company, Pennsylvania Corporation, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the sale of One (1) 375 KVA, 3 phase, step-voltage Regulator, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 1st day of May, 1940, by and between WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter referred to as the Party of the Fist Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, hereinafter referred to as the Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tolls required for the furnishing and delivery of:

One (1) 375 KVA, 3 phase, step-voltage Regulator, F. O. B. Fort Wayne, Indiana,

COPY

said equipment to be delivered to the City Light and Water Utilities of the City of Fort Wayne, Indiana. All such apparatus and work to be in accordance with the plans and specifications prepared by the party of the second part, and referred to as Contract 15, Specification 18, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment bythe City of Fort Wayne, party of the second part, as follows:

SEVEN THOUSAND AND ONE ($7,001.00) DOLLARS

TERMS OF PAYMENT: The party of the second part will make partial payment of sixty (60) per cent of the aforementioned contractprice upon delivery of the aforementioned equipment. The remaining forty (40) per cent will be paid upon acceptance of the equipment, acceptance not to be later than ninety (90) days after delivery of the equipment. No payment shll be considered as an acceptance of the equipment or work prior to the final acceptance of the Board of Public Works of the City of Fort Wayne nor shall payment release the party of the first part from laibility for faulty equipment or work appearing after final payment has been made.

The party of the first part shall perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, bonds, and insurance required and to complete in a workmanlike manner all the work on said equipment under the terms of this contract.

The party of the first part agre s to furnish and deliver the aforementioned equipment within forty-nine (49) days after the approval of the Contract by the Common Council of the City of Fort Wayne, Indiana.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of the said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its sucessors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BAALS MAYOR

ROBERT G. BEAMS

J. H. JOHNSON

DAVID LEWIS

BOARD OF PUBLIC WORKS, Party of the Second Part

ATTEST

CHAS. F. HESS

SECRETARY

Approved as to legality and form

WALTER E. HELMKE

CITY ATTORNEY

WESTINGHOUSE ELECTRIC & MANUFACTURING CO.

BY: M. W. SMITH
Vice-President

L. H. LUND
Assistant-Secretary

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the Westinghouse Electric & Manufacturing Company, a Pennsylvania Corporation, and the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of One (1) 375 KVA 3 phase, step-voltage Regulator, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---eight---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne,Indiana, at a regular meeting, held on the 28 day of May, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as

GENERAL ORDINANCE NO. 2014

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Cler

Presented to the Mayor for approval on the 29 day of May, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29 day of May, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2015

AN ORDINANCE changing, amending and supplementing General Ordinance No. 1436 and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterproses and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordiannce of Fort Wayne, as amended this 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 4 of the map which is a part of General Ordinance No. 1436 be changed from those of an "A" District to those of a "D" District on the following described real estate, to-wit:

6946

All that part of Block "E" Third Commercial Addition to the City of Fort Wayne, Allen County, Indiana, according to the plat thereof recorded in Plat Book 4, page 48 in the office of the Recorder of Allen County, Indiana, lying North of a line drawn parallel to and 140 feet North of the North line of Taylor Street, being the sount line of the first alley north of Taylor Street extended from Morris Street west to Freeman Street, and lying South of the South line of the right-of-way of the India a Industrial Land Company more particularly described as; Beginning at a point in the West line of Morris Street in said City of Fort Wayne, Indiana, where the South line of Johnson Street extended West would intersect the same; thence West on the extension of said South line of Johnson Street three hundred sixty-nine and six-tenths (369.6) feet; thence westwardly on a curve to the left whose radius is seven hundred sixty-six and two-tenths (766.2) feet to the East line of Freeman Street; thence South on the East line of said Freeman Street one hundred twelve (112) feet; thence northeastwardly on a line parallel with and one hundred (100) feet South at right angle from the aforedescribed East and West line to a poing in the West line of said Morris Street one Hundred (100) feet South of the poing of beginning ; thence North on the West line of Morris Street one hundred (100) feet to a point of beginning; being all the real estate bounded by Morris Street on the East, the South line of the right-of-way of the Indiana Industrial Land Company herein above described on the North. Freeman Street on the West, and a line drawn parallel to and 140 feet north of the north line of Taylor Street, being the south line of the first alley north of Taylor Street extended from Morris Street West to Freeman Street on the south.

And that said area be established as a "D" District.

Section 2. That the symbols and indications of Section 4 of the map which is a part of General Ordinance No. 1436 be changed from those of a "C" District to those of a "D" District on the following described real estate, to-wit:

All that part of Block "E" Third Commercial Addition to the City of Fort Wayne, according to the plat thereof recorded in Plat Book 4, page 48 in the office of the Recorder of Allen County, Indiana, lying south of a line drawn parallel to and 140 feet north of the north line of Taylor Street, being the south line of the first alley north of Taylor Street extended from Morris Street west to Freeman Street, excepting that part thereof which lies West of the West line extended of the alley as laid out South of Taylor Street between Freeman and Strathmore Streets; being all the real estate bounded by Morris Street on the East, Taylor Street on the South, the west line extended of the alley as laid out south of Taylor Street between Freeman and Strathmore Streets on the West, and a line drawn parallel to and 140 feet North of the North line of Taylor Street, being the south line of the first alley north of Taylor Street extended from Morris Street west to Freeman Street on the North.

And that said area be established as a "D" District.

Section 3. That all provisions, requirements, restrictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said ordinance No. 1436.

Section 4. That this ordinance shall be in full force and effect from and

after its passage and approval by the Mayor and legal publication.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---eight---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 28 day of May, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as

GENERAL ORDINANCE NO. 2015

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29 day of May, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29 day of May, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2016

AN ORDINANCE authorizing the borrowing of Thirty-five Thousand ($35,000.00) Dollars and the issued and sale of bonds therefor for the purpose of refunding Real Estate Purchase Bonds of the City of Fort Wayne when due September 1, 1940, known as Series "N".

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne borrown the sum of thirty-five Thousand ($35,000.00) Dollars for the purpose of taking up, paying off, discharging and satisfying the principal of the bonds authorized, issued and sold by said City of Fort Wayne in he principal sum of $35,000.00, bearing date of September 1, 1920, and maturing September 1, 1940, known as Real Estate Purchase Bonds of the City of Fort Wayne, Series "N", and for the purpose of obtaining funds with which to pay off, discharge and satisfy the principal sum of said bonds maturing as aforesaid.

Section 2. That in order to procure said loan that refunding bonds of the City of Fort Wayne, to be designated and known as "City of Fort Wayne Real Estate Refunding Bonds of 1940", Series "NN", to be issued in the principal sum of $35,000.00, to bear date as of September 1, 1940, and to bear interest at a rate not to exceed four percuntum per annum from the 1st day of September, 1940, payable on the first day of march, 1941 and thereafter semi-annually on the first day of September and the 1st day of March in each year. Said bonds shall be offered for sale, and the good faith bidder bidding the lowest rate of interest thereon shall be awarded the sale of said bonds. Each bid shall be required to designate the rate of interest that said bidder will require said City of Fort Wayne to pay as interest on said bonds, said bonds to be issued in denominations and of the par value, to-wit: Ten (10) bonds of the par value of Five

Hundred ($500.00) Dollars each, and Thirty (30) bonds of the par value of One Thousand ($1,000.00) Dollars each.

Said bonds shall be executed in the corporate name of the City of Fort Wayne, signed by the Mayor of the City of Fort Wayne and the Comptroller of the City of Fort Wayne, attested by the City Clerk of said City, and the seal of the City of Fort Wayne affixed thereto; and the interest coupons shall be signed by the lithographed facsimile signatures of the Mayor and Comptroller of the City of Fort Wayne and attested by the lithographed facsimile signature of the City Clerk and the same shall be equivalent to a manual signing thereof, and the said Mayor, Comptroller and City Clerk, respectively shall adopt said signatures as and for their own signatures; and said first coupon shall evidence the interest from September 1, 1940 to March 1, 1941, and each coupon thereafter shall evidence the interest for six months, and said bonds shall be numbered consecutively from one to forth, both inclusive , and to be designated as "City of Fort Wayne Real Estate Purchase Refunding Bonds of 1940", Series "NN", and said bonds shall be for the following amounts and maturing serially as hereinafter set out, to-wit:

Bond Number 1, in the sum of $500.00 maturing September 1, 1941.

Bonds Numbered 2 to 4, both inclusinve, each in the sum of $1,000.00, maturing September 1, 1941.

Bond Number 1, in the sum of $500.00 maturing September 1, 1942.

Bonds Numbered 6 to8, both inclusive, each in the sum of $1,000.00, maturing September 1, 1942.

Bond Numbered 9, in the sum of $500.00 maturing September 1, 1943.

Bonds Numbered 10 to 12, both inclusive , each in the sum of $1,000.00, maturing September 1, 1943.

Bond Numbered 13, in the sum of $500.00 maturing September 1, 1944.

Bonds Numbered 14 to 16, both inclusive, each in the sum of $1,000.00, maturing September 1, 1944.

Bond Number 17, in the sum of $500.00 maturing September 1, 1945.

Bonds Numbered 18 to 20, both inclusive, each in the sum of $1,000.00, maturing September 1, 1945.

Bond Number 21, in the sum of $500.00 maturing September 1, 1946.

Bonds Numbered 22 to 24, both inclusive, each in the sum of $1,000.00, maturing September 1, 1946.

Bond Numbered 25, in the sum of $500.00 maturing September 1, 1947.

Bonds Numbered 26 to 28, both inclusive, each in the sum of $1,000.00, maturing September 1, 1947.

Bond Numbered 29, in the sum of $500.00 maturing September 1, 1948.

Bonds Numbered 30 to 32, both inclusive, each in the sum of $1,000.00, maturing September 1, 1948.

Bond Numbered 33, in the sum of $500.00 maturing September 1, 1949.

Bonds Numbered 34 to 36, both inclusive, each in the sum of $1,000.00, maturing September 1, 1949.

Bond Number 37, in the sum of $500.00 maturing September 1, 1950.

Bonds Numbered 38 to 40, both inclusive, each in the sum of $1,000.00, maturing September 1, 1950.

All of said bonds and coupons shall be payable at the office of the Fort Wayne National Bank in said City.

The bonds shall not be registered in the name of the purchaser of an subsequent purchaser thereof, but the City Comptroller at the time of issuing said bonds shall register the same in a book kept for that purpose giving the number thereof, the date of the issue and the date of maturities, rate of interest, and time and place where the same shall be payable.

Section 3. Said Bonds shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete bond before the issuance thereof:

No._____ $_____

UNITED STATES OF AMERICA
ALLEN COUNTY, INDIANA
CITY OF FORT WAYNE REAL
ESTATE PURCHASE REFUNDING
BONDS OF 1940 SERIES "NN"
Total Issue $35,000

FOR VALUE RECEIVED, the City of Fort Wayne, Allen County, in the State of Indiana, promises to pay to the bearer hereof, the sum of _____ _____DOLLARS, in lawful money of the United State of America on the first day of September, 19___, with interest thereon at the rate of _____ percentum per annum from September 1, 1940, until paid, payable on the first day of March 1941, and thereafter semi-annually on the first day of September and the first day of March in each year upon presentation and surrender of the proper coupons annex hereto.

Both interest and principal of this bond are payable at the Fort Wayne National Bank of Fort Wayne, Indiana.

This bond is one of a total issue of $35,000, numbered from one to forty, both inclusive, all bearing the same date and containing the same terms and provisions, except as to amount, number and maturity, issued by the City of Fort Wayne in Allen County, State of Indiana, pursuant to and in accordance with an Ordinance duly and legally adopted by the Common Council of the City of Fort Wayne, on the _____day of July, 1940, authorizing the issued and sale of said bonds, and in strict compliance with an Act of the General Assembly of the State of Indiana approved March 6, 1905, entitled, "An Act Concerning Municipal Corporations", and all acts amendatory thereof and supplemental thereto, for the purpose of providing funds for the taking up, paying off, discharging, and satisfying the principal of $35,000 of valid, subsisting, outstanding bonds of the City of Fort Wayne, bearing date of September 1, 1920, and maturing September 1, 1940. And it is hereby certified and recited that all acts, conditions and things required to be done pursuant to the preparation, issuance, execution and complete delivery of said bonds have been done and performed in due form as provided by law; and it is further certified that the indebtedness evidenced by said bonds issued on September 1, 1920, when incurred, was within every limit of debt prescribed by the constitution and laws of the State of Indiana; and to the prompt payment of the principal and interest of this bond and said total issue of bonds, the full faith and credit of said Cityof Fort Wayne, together with all of the taxable property thereof, both

real and personal, are irrevocably pledged.

IN WITNESS WHEREOF, the City of Fort Wayne has caused this bond to be signed in its corporate name by the Mayor and Comptrollerof the City of Fort Wayne, attested by the signature of the City Clerk of said City, and the interest coupons hereunto annexed to be executed by the facsimile signature of such Mayor, Comptroller and City Clerk; respectively, and the corporate seal of said City to be hereunto affixed, as of the first day of September, 1940.

CITY OF FORT WAYNE, INDIANA

BY:_____
Mayor of the City of Fort Wayne

BY:_____
Comptroller of the City of Fort Wayne

ATTEST:

_____
City Clerk of the City of Fort Wayne

Said interest coupons attached to said bonds shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance thereof:

NO._____ $_____

On the ____day of _____19___, The City of Fort Wayne, Allen County, Indiana, hereby promises to pay to the bearer at the Fort Wayne National Bank of Fort Wayne, Indiana, the sum of _____($_____)Dollars, the same being the interest due on the within CITY OF FORT WAYNE REAL ESTATE PURCHASE REFUNDING BOND OF 1940 SERIES "NN".

CITY OF FORT WAYNE, INDIANA

_____
Mayor of the City of Fort Wayne

ATTEST:

_____
Comptroller of the City of Fort Wayne

_____
City Clerk of the City of Fort Wayne

Section 4. The City Comptroller shall manage and supervise the preparation, advertisement, negotiation, and sale of said bonds, subject to the terms of this Ordinance, which sale shall be by sealed bids for all of said bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks' notice of the time and place of said sale shall have been given one time each week for three weeks in two newspapers representing opposite political parties, published in the English language in the City of Fort Wayne, Indiana. Such notice shall describe such bonds with such minuteness and particularity as the City Comptroller may see fit, and shall set forth the amount of the bonds to be sold and that each bid will be required to designate the rate of interest that said bidder will require said City of Fort Wayne to pay as interest on said bonds, and that the bidder may bid for all or any part of said bonds, and the date of opening bids or proposal thereof, and the City Comptroller shall have the right to reject any and all bids and continue said sale from day to day until said bonds shall be sold. Each and every bid and proposal shall be presented to the City Comptroller sealed, and shall be accompanied by duly certified check upon some responsible bank in the City of Fort Wayne, Indiana, payable to the order of the City Treasurer of the City of Fort Wayne, in a sum

equal to two and one-half (2½) per cent of the fact value bid, and the City Comptroller shall award said bonds as he shall see fit in whole or any part thereof, and shall have the rightto accept a part of any bid or to award on any bid the whole or less number of bonds covered by such bid, or he may in his judgment and discretion award a part of said bonds to one bidder and part to another, and these provisions shall apply in the case of re-offering and re-advertising said bonds in case no bids are received and in case any bids for said bonds or any part thereof are rejected.

Section 5. Delivery of said bonds sold by said Comptroller shall be made at the office of the City Treasurer of the City of Fort Wayne, upon the payment to the City Treasurer of the City of Fort Wayne of the full purchase price and bid for said bonds as certified to said City Treasurer by said Comptroller and in the event that said bidder fails or refuses to pay for said bonds within 10 days after said contract for sale, the same shall be treated as a breach of contract of his bid or proposal on account of which the deposit made by said bidder herein provided shall become the property of said City as and for its damages.

Section 6. When said bonds shall have been signed as herein provided and paid for by said purchaser and delivered to the purchaser thereof, the same shall be and constitute the binding obligation of the City of Fort Wayne according to the tenor and effect thereof.

Section 7. The proceeds derived from the sale of said bonds as herein authorized shall be and are hereby appropriated to the Sinking Fund under the direction of the Department of Finance, for the sole use of refunding the Real Estate Purchase Bonds, Series "N".

Section 8. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 9th day of July, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2016

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to theMayor for approval on the 11th day of July, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 13 day of July, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2017

AN ORDINANCE ratifying and approving a contract entered into on the 16th day of July, 1940, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the first part, and A. Arcari party of the second part.

WHEREAS, heretofore on the sixteenth day of July, 1940, the City of Fort Wayne by and through its Board of Public Works entered into a contract with A. Arcari, which contract is in the following words, to-wit:

CONTRACT

for

THE CONSTRUCTION OF THE

NELSON STREET SEWER

SUPERIOR - BERRY STREET SEWER AND

SPECIAL CHLORINE EXHAUST CONNECTION

DIVISION "A" CONTRACT NO. 21

of the

SEWERS AND SEWAGE TREATMENT PLANT PROJECT

for the

CITY OF FORT WAYNE, INDIANA

P.W.A. DOCKET INDIANA 1081-F

THIS CONTRACT, made the 16 day of July, 1940, by and between A. Arcari, Goddard Road at Pennsylvania R. R. #5, Lincoln Park, Michigan hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, acting by and through its Board of Public Works, hereinafter called the "Owner".

WITNESSETH, That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK

The contractor shall perform everything required to be performed and shall provide and furnish at his sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of the Nelson Street Sewer, Superior - Berry Street Sewer and Special Chlorine Exhaust Connection, identified as Division "A" Contract No. 21 of the Sewers and Sewage Treatment Plant Project of the City of Fort Wayne, Indiana, all in strict accordance with the contract documents, including any and all addenda prepared by Chas. W. Cole, Engineer, acting, and in these contract documents referred to as the Engineer, which plans and specifications and other contractual documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of each of the respective items of work complete in place, the accepted unit prices submitted by the Contractor pursuant to the published Notice to Bidders and the Advertised Notice Published by the

City of Fort Wayne, Indiana, on the 27th day of June & 5th days of July, 1940, and the Owner having accepted the Contractor's proposal, as the lowest and best bid, determined by applying the Contractor's unit bid price to the estimated quantities and summarizing the extended cost items for comparison with other proposals for the said work. And said accepted proposal is hereby by reference made as much a part of this contract as if repeated verbatim herein.

ARTICLE III NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or subsequent violation of the terms and conditions of this section of the contract.

ARTICLE IV LIQUIDATED DAMAGES

The Contractor further agrees to begin work immediately following the date of the notice from the Owner to proceed with the work and to diligently prosecute the work to be done under this contract in such a sequence and manner as to complete the work in all details ready for continuous and successful operation on or before September 16th, 1940, and it is expressly understood and agreed that Time Is The Essence Of This Contract and that the Owner will suffer certain losses and additional costs by reason of loss of revenues, interest, and expenses of inspection and administration, which costs being difficult to determine, they have agreed to set this sum as twenty-five ($25.00) dollars for each and every day the work is uncompleted beyond the time above set out, and it is mutually understood and agreed that the said sum shall be deducted from any money which may be due the Contractor, or his surety shall refund said sum equal to the amount computed, in the manner above set out.

ARTICLE V COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. General Conditions, SECTION I
2. General Specifications, (General Conditions SECTION II)

3. Notice to Bidders
4. General Instructions to Bidders
5. General Specifications for Workmanship and Materials

   Detail Specifications

   Addendum Numbers ___ ___ ___ ___ ___ ___ ___
6. Construction drawings and descriptions submitted by the Contractor and approved by the Engineer
7. Contractor's Proposal
8. This Contract

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding unless and until it shall have first been approved by the Common Council of said City.

To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its suces ors, and assigns.

ARTICLE VI CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or of his employees, or of any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the City of Fort Wayne harmless against all suits and actions of every name and description brought against the City of Fort Wayne for, or on account of any such injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, subcontractors, or their employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any ommission or act of the Contractor, his agents or employees, and the said Contractor furthere agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Board of Public Works of the City of Fort Wayne, may be retained by the City of Fort Wayne to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Board of Public Works.

ARTICLE VII UNIT PRICES FOR CHANGES

The following unit prices will apply in the event additions to or deductions from the work to be performed under this contract are required.

PROPOSAL

Item No.	Description and Approximate Quantity	Item Extension
1	For furnishing and installin complete, in place, thirty (30) lineal feet of FORTY-TWO (42) INCH - EIGHT (8) GAUGE - PURE IRON BITUMINOUS COATED CORRUGATED METAL PIPE at the following unit price per lineal foot of pipe Twenty dollars and No cents ($ 20.00)	($ 600.00)

2	For furnishing and installing complete, in place, two hundred thirty-five (235) lineal feet of SEVENTY-TWO (72) INCH - EIGHT (8) GAUGE - PURE IRON - BITUMINOUS COATED CORRUGATED METAL PIPE at the following unit price per lineal foot of pipe Twenty-seven dollars and no cents ($ 27.00)	($ 6,345.00)
3	For furnishing and installing complete, in place, SPECIAL TWENTY-FOUR (24) INCH CHLORINE EXHAUST CONNECTION at the following lump sum price One thousand six hundred dollars and no cents ($ 1,600.00)	($ 1,600.00)
4	For cleaning approximately six hundred twenty-five (625) lineal feet of present SUPERIOR - BERRY INTERCEPTING SEWER OF ALL GRIT AND DEBRIS at the following unit price per lineal foot Three dollars and no cents ($ 3.00)	($ 1,875.00)
5	For cutting and replacing three hundred ten (310) square yards of SHEET ASPHALT PAVEMENT at the following unit price per square yard Four dollars and no cents ($ 4.00)	($ 1,240.00)
6	For removing and replacing thirty (30) lineal feet of SIX INCH BY SIXTEEN INCH (6" x 16") CURB at the following unit price per lineal foot One dollar and twenty-five cents ($ 1.25)	($ 37.50)
	Total of Item Extension	($ 11,697.50)

It is understood and agreed that the foregoing unit prices will apply in event of additions to or deductions from the estimated quantity of the work as set out in the specifications or accompanying documents. It is understood and agreed by the undersigned that the City of Fort Wayne, Indiana, reserves the unrestricted privilege of increasing or decreasing the number of items of work set out.

2. Supplementary Schedule of Unit Prices for Fixing Cost Basis for Changes. The following unit prices will apply in the event additions, to or deductions from the work required in the base bid are ordered

	Type of work	Unit	Unit Price
No. 1	Class "A" Concrete in Place (Not including forms)	Per Cubic Yard	
	Twenty and No/100	Dollars	$ 20.00
No. 2	Class "B" concrete in place (Not including forms)	Per Cubic Yard	
	Sixteen and No/100	Dollars	16.00
No. 3	Bar Reinforcing Steel (in place)	Per Pound	
	No and 06/100	Dollars	.06

No. 4	Welded Wire Fabric (in place)	Per Pound	
	No and 07/100	Dollars	.07
No. 5	Concrete Form Work	Per Square Foot	
	No and 25/100	Dollars	.25
No. 6	Fabricated Structural Steel (in place)	Per Pound	
	No and 20/100	Dollars	.20
No. 7	Excavation (additional)	Per Cubic Yard	
	Three and 50/100	Dollars	3.50
No. 8	Special Tamping Earth fill in place in 6 inch layers	Per Cubic Foot	
	No and 10/100	Dollars	.10
No. 9	Rock Excavation	Per Cubic Yard	
	Not Accepted	Dollars	Not Accepted
No. 10	Sand Bedding	Per Cubic Yard	
	Three and 00/100	Dollars	3.00
No. 11	Furnishing and Driving Steel Piling	Per Lineal Foot	
	Four and No/100	Dollars	4.00
No. 12	Furnishing and Placing Standard Cast Iron Castings	Per Pound	
	No and 15/100	Dollars	.15

IN WITNESS WHEREOF, The City of Fort Wayne, Indiana, by and through its Board of Public Works of said City and the Contractor A. Arcari by and through (himself) have hereunto respectively set their names in triplicate, the day and year first written above.

A. Arcari
CONTRACTOR

(SEAL)

Attest:

By_____

_____
Title

_____
Title

CITY OF FORT WAYNE, INDIANA
by and through its
BOARD OF PUBLIC WORKS

Attest:

Charles F. Hess
Secretary of Board of Public Works

Robert G. Beams

(SEAL)

David Lewis

John H. Johnson

Approved by the Mayor of the City of Fort Wayne, this 16th day of July, 1940.

Harry W. Baals

Approved as to form and legality

By Walter E. Helmke
City Attorney

NOW THEREFOR, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the contract heretofore entered into on the 16th day of July, 1940, as fully set out above, be and the same is hereby ratified and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---6---Nays---None).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of July, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2017

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 25th day of July, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 25 day of July, 1940.

H. W. BAALS
Mayor

ORDINANCE FOR APPROPRIATIONS

ORDINANCE NO. 2018

An ordinance appropriating moneys for the purpose of defraying the expenses of the several departments of the city government of the City of Fort Wayne, Indiana, for the fiscal year beginning January 1, 1941, and ending December 31, 1941, including all outstanding claims and obligations, and fixing a time when the same shall take effect.

Section 1. Be it Ordained by the Common Council of the City of Fort Wayne, Indiana, that for the expenses of the city government and its institutions, for the fiscal year ending December 31, 1941, the following sums of money are hereby appropriated and ordered set apart out of the funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided by law.

Section 2. That for the said fiscal year there is hereby appropriated out of the "General Fund" of said City the following:

DEPARTMENT OF FINANCE

1.	SERVICES PERSONAL	
	11. Salaries and Wages Regular	$5,200.00
2.	SERVICES CONTRACTUAL	
	21. Communication and Transportation	310.00

3. SUPPLIES	
36. Office Supplies	10.00
TOTAL MAYOR'S OFFICE:	$ 5,520.00
1. SERVICES PERSONAL	
11. Salaries and Wages Regular	23,240.00
2. SERVICES CONTRACTUAL	
21. Communication and Transportation	425.00
26. Services,other contractual	4,420.00
3. SUPPLIES	
36. Office Supplies	1,035.00
5. CURRENT CHARGES	
53. Refunds, Awards and Indemnities	250.00
56. Premiums on Official Bonds	1,800.00
6. CURRENT OBLIGATIONS	
62. Grants and Subsidies	100.00
TOTAL CONTROLLER'S OFFICE:	$ 31,270.00
1. SERVICES PERSONAL	
11. Salaries and Wages Regular	4,200.00
12. Salaries and Wages Temporary	300.00
2. SERVICES CONTRACTUAL	
21. Communication and Transportation	80.00
3. SUPPLIES	
36. Office Supplies	470.00
TOTAL CITY CLERK'S OFFICE:	$ 5,050.00
1. SERVICES PERSONAL	
11. Salaries and Wages Regular	5,500.00
2. SERVICES CONTRACTUAL	
21. Communication and Transportation	180.00
3. SUPPLIES	
36. Office Supplies	100.00
TOTAL CITY JUDGE'S OFFICE:	$ 5,780.00
1. SERVICES PERSONAL	
11. Salaries and Wages Regular	4,500.00
5. CURRENT CHARGES	
53. Refunds, Awards and Indemnities	2,551.80
TOTAL CITY ATTORNEY'S OFFICE	$ 7,051.80
TOTAL DEPARTMENT OF FINANCE	$ 54,671.80
DEPARTMENT OF PUBLIC WORKS	
1. SERVICES PERSONAL	
11. Salaries and Wages Regular	142,920.00
2. SERVICES CONTRACTUAL	
21. Communication and Transportation	994.00
22. Heat, Light, Power and Water	100.00
24. Printing and Advertising	5,025.00

25. Repairs	3,825.00
26. Services, other contractual	70,490.38
3. SUPPLIES	
32. Fuel and Ice	1,685.00
33. Garage and Motor	6,451.00
36. Office Supplies	650.00
38. Supplies General	2,250.00
4. MATERIALS	
42. Sewer	2,200.00
43 Street and Alley	15,000.00
44. General	350.00
44A WPA Materials and Truck Hire	22,000.00
45. Repair Parts	3,150.00
5. CURRENT CHARGES	
51. Insurance and Premiums	4,601.16
54. Rents	15.00
7. PROPERTIES	
72. Equipment	8,370.00
8. DEBT PAYMENTS	
81. Bonds	4,500.00
TOTAL DEPARTMENT OF PUBLIC WORKS:	$ 294,576.54

DEPARTMENT OF PUBLIC SAFETY

1. SERVICES PERSONAL	
11. Salaries and Wages Regular	606,689.70
12. Salaries and Wages Temporary	60.00
2. SERVICES CONTRACTUAL	
21. Communication and Transportation	3,661.00
22. Heat, Light and Power	500.00
26. Services, other contractual	479.40
3. SUPPLIES	
31. Food	100.00
32. Fuel and Ice	2,645.00
33. Garage and Motor	7,800.00
34. Institutional and Medical	1,650.00
36. Office Supplies	1,700.00
38. Supplies General	3,685.00
4. MATERIALS	
44. General	2,980.00
45. Repair Parts	1,500.00
5. CURRENT CHARGES	
51. Insurance and Premiums	421.00
52. Licenses	50.00
54. Rents	1,200.00
55. Subscriptions and Dues	35.00

7. PROPERTIES	
72. Equipment	16,762.00
TOTAL DEPARTMENT OF PUBLIC SAFETY:	$ 651,918.10
DEPARTMENT OF PUBLIC HEALTH	
1. SERVICES PERSONAL	
11. Salaries and Wages Regular	36,171.30
12. Salaries and Wages Temporary	330.00
2. SERVICES CONTRACTUAL	
21. Communication and Transportation	502.00
26. Services, other contractual	750.00
3. SUPPLIES	
33. Garage and Motor	1,350.00
34. Institutional and Medical	1,065.00
35. Laboratory	250.00
36. Office Supplies	300.00
38. Supplies General	225.00
5. CURRENT CHARGES	
51. Insurance and Premiums	390.00
7. PROPERTIES	
72. Motor Rental and Equipment	815.00
TOTAL DEPARTMENT OF PUBLIC HEALTH:	$ 42,148.30
TOTAL ALL DEPARTMENTS OR GENERAL FUND:	$1,043,314.74

Section 3. That three cents (.03) on each One Hundred Dollars of assessed valueation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy be hereby appropriated for the use of the Department of Finance, the same to be placed to the credit of the Sinking Fund and to be paid out by the Controller according to law:

That one and one-half cents (.015) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy be hereby appropriated for the use of the Department of Finance, the same to be placed to the credit of the Police Pension Fund and to be paid out by the Controller according to law:

That three and one-half cents (.035) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy be hereby appropriated for the use of the Department of Finance, the same to be placed to the credit of the Firemen's Pension Fund and to be paid out by the Controller according to law:

That one-half cent (.005) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy be hereby appropriated for the use of the Department of Finance, the same to be placed to the credit of the River Improvement and Flood Prevention Fund and to be paid out by the Controller according to law;

That two mills (.002) on each One Hundred Dollars of assessed valuation of all

property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy be hereby appropriated for the use of the Department of Finance, the same to be placed to the credit of the Fort Wayne Art School and to be paid out by the Controller according to law;

That two mills (.002) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy be hereby appropriated for the use of the Department of City Plan and Zoning and to be paid out by the Controller according to law;

That one and one-half cents (.015) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana as provided for by the Tax Levy be hereby appropriated for the use of the Department of Aviation and to be placed to the credit of the Aviation Fund, the same to be paid out by the Controller according to law;

That seven cents (.07) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the TaxLevy be hereby appropriated for the use of the Park Department, the same to be placed to the credit of the Park General Fund and to be paid out by the Controller according to law;

That nine mills (.009) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy by hereby appropriated for the use of the Park Department, the same to be placed to the credit of the Park Playground Fund and to be paid out by the Controller according to law;

That seven mills (.007) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for the Tax Levy be hereby appropriated for the use of the Park Department, the same to be placed to the credit of the Park Tree Preservation Fund and to be paid out by the Controller according to law;

That one-half cent (.005) on each One Hundred Dollars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, as provided for by the Tax Levy be hereby appropriated for the use of the Department of Public Works, the same to be placed to the credit of the North Side Track Elevation Fund and to be paid out by the Controller according to law.

Section 4. That for the year ending December 31, 1941, there shall be and same is hereby appropriated for the use of the General Fund and the Special Funds as hereinafter designated all the money arising out of the following funds and sources estimated to be the amounts of money respectively set opposite said funds and sources as follows:

GENERAL FUND

Estimated Poll Tax	$ 40,000.00
Estimated Licenses and Permits	28,000.00
Estimated Miscellaneous Receipts	20,000.00
SUB-TOTAL	$ 88,000.00

ESTIMATED RECEIPTS FROM STATE

Estimated Gasoline Tax	173,800.00
Estimated Excise Tax	83,000.00
Estimated Intangible Tax	20,000.00
Estimated Receipts from State	276,800.00
GRAND TOTAL ESTIMATED RECEIPTS 1941:	364,800.00

SPECIAL FUNDS

Sinking Fund-Payment Principal and Interest due on City Bonds	$ 41,928.50
Track Elevation	11,500.00
Bridges	6,000.00

Section 5. That this Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of August, 1940, by a majority vote of all members elect did pass the ordinance hereunto attached and known as
GENERAL ORDINANCE NO. 2018

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29 day of August, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29 day of August, 1940.

H. W. BAALS
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 2019

An Ordinance fixing the tax levy for City purposes for the year 1941 as amended this 26th, August, 1940.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of sixty-four cents (.64) upon each One Hundred Dollars of the assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1941, same to be divided as follows:

General Fund	$ .445
Sinking Fund	.03
Police Pension	.015
Fireman's Pension	.035
River Improvement & Flood Prevention	.005
Fort Wayne Art School	.002
City Plan & Zoning	.002
Aviation Commission	.015
Park General Fund	.07
Park Playgrounds	.009
Park Tree Preservation	.007
North Side Track Elevation	.005
TOTAL LEVY:	$ .64

Section 2. That there shall be collected from each male inhabitant liable according to law a poll tax of two dollars ($2.00) during said year 1941.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---Nine---Nays---None).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of August, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2019

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 29 day of August, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 29 day of August, 1940

H. ". Baals
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

GENERAL ORDINANCE NO. 2020

AN ORDINANCE amending General Ordinance Number 1928, being an "Ordinance fixing the Salaries, Compensation and Wages of Officers and Employees of the City of Fort Wayne, Indiana, and repealing all ordinances and parts of ordinances in conflict herewith as amended this 29th day of December, 1937."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That General Ordinance Number 1928 being "An Ordinance fixing the Salaries, Compensation and Wages of Officers and Employees of the City of Fort

Wayne, Indiana, and repealing all ordinances and parts of ordinances in conflict herewith as amended this 29th day of December, 1937" be amended in the following manner, to-wit:

"That the salraies, wages and compensation of officers and employees of the City of Fort Wayne, Indiana, shall be as follows, for each fiscal year payable monthly, to-wit:

Department of Public Health

Item 308 - Salary of School Nurse - - - - - - - - - - - - $ 1,380.00"

SECTION 2. That the salary hereinbefore set out shall be effective as of September 1, 1940.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HAROLD A. HART

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 10th day of September, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2020

FRANK W. KING, JR.
President

LEONARD H.ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 12th day of September, 1940

LEONARD H. ELLENWOOD
City Clerk

Approved this 12th day of September, 1940

H. W. BAALS
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 2021

An ordinance amending general ordinance No. 1307, entitled "an ordinance amending Section 1 of General Ordinance No. 1165, entitled, 'an ordinance regulating the storage of gasoline and oils for the purpose of sale, as amended September 25, 1923' passed September 25, 1923."

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the above entitled ordinance be amended to read as follows:

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be and is hereby declared unlawful for any person, firm or corporation, for themselves or as agents, renters or lessees, to locate, build, erect, construct, maintain, install or operate any public drive-in filling station or pump, for the purpose of storing or keeping therein for sale at retail in any such drive-in filling station, or pump, where the property line of the real estate upon which such drive-in filling station is situated, or where such pump is nearer or closer than three

hundred (300) feet to any hospital or the property line of any real estate upon which there is situated any church; provided this ordinance shall not apply to any such drive-in filling station or pump now constructed or installed and operated, nor shall it apply to any drive-in filling station or pump, the permit of which has been issued before the passage of this ordinance; provided however, that any such person, firm or corporation, may so locate, build,erect, construct, maintain, install or operate such public drive-in filling station or pump, within three hundred (300) feet to such hospital or the property line of such church, provided that such person, firm, or corporation shall have secured the written consent or approval of the trustees or the managing or governing heads of such hospital or church within said distance from the proposed location of said station or pump.

Section 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of September, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2021

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 26 day of September, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 26 day of September, 1940.

H. W. BAALS
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

GENERAL ORDINANCE NO. 2022

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between Hagerman Construction Company, a co-partnership, and the City of Fort Wayne, Allen County, Indiana, by and through its Board of Public Works:

WHEREAS, on the 30th day of September, 1940, the Hagerman Construction Company, a co-partnership, consisting of W. C. Hagerman, T. F. Hagerman and W. O. Hagerman, entered into a certain contract and agreement with the City of Fort Wayne, by and through its Board of Public Works, for the construction of a foundation for a 15,000 KW turbine and auxiliaries, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 30th day of September, 1940, by and between HAGERMAN CONSTRUCTION COMPANY, a co-partnership, consisting of W. C.

HAGERMAN, T. F. HAGERMAN, and W. O. HAGERMAN, party of the First Part, and the CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by the through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the construction of a coundation for a 15,000 KW turbine and auxiliaries, as specified in Contract 16 of Specification 19, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specification and proposal are made a part of this contract as if copied herein at full length, for and in consideration of the payment by the party of the second part, City of Fort Wayne, as follows:

EIGHT THOUSAND ONE HUNDRED TWELVE ($8,112.00) DOLLARS.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the Board of Public Works, party of the second part, on or about the first of each month. The engineers of the party of the second part will check and approve, or check and revise and approve the estimate and their decision in the revision of the estimate will be final. Upon the approval of an estimate by the engineers of the party of the second part, eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the engineers of the party of the second part have approved the work when completed and after the party of the second part shall have accepted the work.

The party of the first part agrees to complete the contract within eighty (80) calendar days after the approval of the same by the Common Council of the City of Fort Wayne, Indiana. If it should become necessary to extend the time of installation beyond the completion date, it is understood between the parties that such extension of time will not incur any obligation on the part of the party of the second part.

That the said party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less that the presecribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph Number 21, "Rates and Wages" of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall be come and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands

and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

BY: H. W. BAALS
Mayor

BOARD OF PUBLIC WORKS

ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON
Party of the Second Part

ATTEST:

CHAS. HESS
Secretary

Approved as to form and legality

WALTER E. HELMKE
City Attorney

HAGERMAN CONSTRUCTION COMPANY

BY: THEODORE F. HAGERMAN

BY: W. G. HAGERMAN

BY: WM. T. HAGERMAN
Party of the First Part

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between Hagerman Construction Company, a co-partnership, and the City of Fort Wayne, by and through its Board of Public Works, for the construction of a foundation for a 15,000 KW turbine and auxiliaries, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things, ratified and approved.

Section2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of October, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2022

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 24 day of October, 1940

LEONARD H. ELLENWOOD
City Clerk

Approved this 24 day of October, 1940

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2023

AN ORDINANCE regulating traffic upon the public streets of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be unlawful for any driver of owner of any venicle to park such venicle on the east side of Harrison Street from the north line of Leith Street to the saunt line of Woodland Avenue, in the City of Fort Wayne, Indiana.

Section 2. Any person, firm or corporation violating any of the provisions of this Ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its legal publication.

HAROLD A. HART

BEN F. BENNETT

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of November, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2023

GENERAL ORDINANCE NO. 2023

HARRY M. McMILLEN
Vice President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 14 day of November, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 15 day of November, 1940.

H. W. BAILS
Mayor

GENERAL ORDINANCE NO. 2024

AN ORDINANCE fixing the schedule of rates and charges to be collected by the City of Fort Wayne, Indiana, From the owners of property served by the Sewage Disposal Works of said city, and other matters connected therewith as amended this 12th day of November, 1940.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. For the use of and the service rendered by said sewage disposal works, rates and charges shall be collected from the owners of each and every lot, parcel of real estate or building that is actively connected with the City's sanitary sewerage system or otherwise discharges sanitary sewage, industrial wastes, water or other liquids either directly or indirectly into the sanitary sewerage system of the City of Fort Wayne, which rates and charges be payable as hereinafter provided

and shall be in an amount determinable as follows:

(a) The rates and charges shall be based on the quanity of water used on or in the property or premises subject to such rates and charges, as the same is measured by the water meter there in use, except as herein otherwise provided.

(b) The water usage schedule on which the amount of said rates and charges shall be determined shall be as follows:

For each hundred cubic feet of water used not exceeding 25,00 feet per month, or a period of time equalling a month, at the rate of eleven cents per hundred cubic feet;

For each hundred cubic feet of water used in excess of 25,000 cubic feet, and not exceeding 200,000 cubic feet, per month, or a period of time equalling a month, at the rate of ten cents per hundred cubic feet;

For each hundred cubic feet of water used in excess of 200,000 cubic feet, and not exceeding 500,00 cubic feet, per month, or a period of time equalling a month, at the rate of nine cents per hundred cubic feet;

For each hundred cubic feet of water used in excess of 500,000 cubic feet per month, or period of time equalling a month, at the rate of five cents per hundred cubic feet.

(c) The minimum charge for any service where the user is a metered consumer shall be $.55 per month per meter.

The minimum charge for any service where the user is not a metered water consumer shall be estimated and determined by means and methods satisfactory to the City.

(d) In the event two or mor residential lots, parcels of real estate, or buildings discharging sanitary sewage, water or other liquids into the City's sanitary sewerage system, either directly or indirectly, are users of water and the quantity of water is measured by a single water meter, then in each such case, for billing purposes, the blocks and minimum monthly charge of the sewerage rates and charges shall be multiplied by the number of residential lots, parcels of real estate, or buildings served through the single water meter.

(e) Such rates and charges shall be applied to the water consumption billed after this ordinance shall have been placed in effect, except that in the case of residential water consumers, the sewerage service billing for each of the months of May, June, July, August, September and October shall arbitrarily be for an amount equal to the average sewerage service billing for the months of March and April. Averages resulting in fractions of one hundred cubic feet shall be raised to the next whole number of hundred cubic feet in computing the arbitrary billing for the months of May, June, August, September, and October. Residential users of water billed for the first time in the months of May, June, July, August, September or October shall be billed the monthly minimum charge.

Where it is evident that certain residential water consumers use more water in the months of May, June, July, August, September, and October for non-sprinkling purposes that they do in the months of March and April such consumers shall be billed for sewerage service on the basis of the water actually used.

Nothing herein contained shall prevent the owner or occupant of any residential premises from electing to pay for sewerage service on the basis of water used in every month, provided such owner or occupant makes application in writing to pay on this basis for at least one year from the date of the next billing following the date of application."

(f) In the event a lot, parcel of real estate or building discharging sanitary sewage, industrial wastes, water or other liquids into the City's sanitary sewerage system, either directly or indirectly, is not a user of water supplied by the Fort Wayne Water Works, and the water used thereon or therin is not measured by a water meter, or is measured by a water meter not acceptable to the City, then the amount of water used shall be otherwise measured or determined by the City, in order to ascertain the rate of charge provided in this ordinance, or the owner or other interested party, at his expense, may install and maintain a meter acceptable to the City for said purpose.

(g) In the event a lot, parcel or real estate or building discharging sanitary sewage, industrial wastes, water or other liquids into the City's sanitary sewerage system, either directly or indirectly, is a user of water supplied by the Fort Wayne Water Works, and in addition, uses water from another source which is not measured by a water meter or is measured by a water meter not acceptable to the City, then the amount of water used, shall be otherwise measured or determined by the City in order to ascertain the rate or charge provided in this ordinance, or the owner or other interested party, at his expense, may install and maintain a meter or meters acceptable to the City for said purpose.

(h) In the event a lot, parcel of real estate or building discharging sanitary sewage, industrial wastes, water or other liquids into the City's sanitary sewerage system, either directly or indirectly, uses water in excess or 1000 cubic feet per month, and it can be shown, to the satisfaction of the City, that a portion of the water as measured by the water meter or meters does not and cannot enter the sanitary sewerage system, then the City may determine in such manner and by such method as it may find practicable the percentage of metered water entering the sanitary sewerage system and the quantity of water used to determine the sewerage service charges shall be that percentage so determined, of the quantity of water measured by the water meter or meters, or the City may require or permit the installation of additional meters at the expense of the owner or other interested party in such a manner as to determine the quantity of water actually entering the sewerage system, in which case the quantity of water used to determine the sewerage service charge shall be the quantity of water actually entering the sanitary sewerage system as so determined.

(i) In order that the rates and charges may be justly and equitably adjusted to the service rendered, the City shall have the right to base its charges not only on volume but also on the strength, and character of the sewage and wastes which it is required to treat and dispose of. The City shall have the right to measure and determine the strength, and content of all sewage and wastes discharged, either directly or indirectly, into the City's sanitary sewerage system, in such manner and by such method as it may find practicable, in the light of the conditions and attending circumstances of the case, in order to determine the proper charge.

(j) For the service rendered to the City of Fort Wayne, said City shall be

subject to the same rates and charges hereinabove provided for, or to charges and rates established in harmony therewith.

(k) Such rates and charges shall be prepared and billed by the Fort Wayne Water Works and collected at the same time and in the same manner as provided for water bills, provided, however, that the first billing may be for a period of more or less than one full month in order to make the monthly collection period correspond wnt the meter readings of the Fort Wayne Water Works, depending upon the date on which this ordinance becomes effective.

(l) The rates and charges may be billed to the tenant or tenants occupying the properties served, unless otherwise requested in writing by the owners, but such billing shall in no wise relieve the owner from liability in the event payment is not made as herein required. The owners of the properties served, which are occupied by tenants, shall have the right to examine the collection records of the City for the purpose of determining whether such rates and charges have been paid by such tenants, provided that such examination shall be made at the office at which said records are kept and during the hours that such office is open for business.

Section 2. The rates and charges fixed herein shall be extended to and cover any additional premises hereinafter served without the necessity of any hearing or notice, the firs billing to be a par diem pro rata amount based on the minimum charge per month from the time a sewer connection is made to such premises, or discharge into the City's sewerage system, either directly or indirectly, is begun, until the next following water meter reading date, except should the measured service exceed the minimum charge, the corresponding measured rate or rates shall be charged.

Section 3. If any service rate or charge hereby established shall not be paid within thirty (30) days after the same is due, a statement therefor shall be placed in the hands of the City Attorney, and it shall be the duty of the City Attorney to institute a civil action in the name of the City to recover the amount thereof, together with a penalty of ten per cent (10%) and a reasonable attorney's fee, as provided by statute.

Section 4. The rates and charges pursuant to this ordinance shall be collected by the Fort Wayne Water Works, and the Board of Public Works shall make and enforce such by-laws and regulations as may be deemed necessary for the safe, economical and effecient management of the City's sewerage system, regulator chambers, pumping stations and sewage treatment works, for the construction and use of house sewers and connections to the sewerage system, and for the regulation, collection, rebating and refunding of such rates and charges.

Section 5. For the purpose of this ordinance, the items "sanitary sewage" and"industrial wastes" shall be defined as follows:

(a) "Sanitary sewage" is hereby defined as the waste from water closets, urinals, lavatories, sinks, bath tubs, showers, household laundries, cellar floor drains, bars, soda fountains, cuspidors, refrigerator drips, drinking fountains and stable floor drains.

(b) "Industrial wastes" are hereby defined as bing the liquid waste resulting from any commercial, manufacturing or inductrial operation or process.

6041B

(c) The Board of Public Works is hereby authorized to prohibit dumping of any other waste into the city sewerage system other than those enumerated under section 5 (a) and section 5 (b) which in their discretion is deemed harmful to the operation of the Sewage Disposal Works of said city.

Section 6. This ordinance shall be in full force and effect from and after its passage and signing by the Mayor and legal publication thereof.

ARNO C. SPIEGEL

The ordinance was read the third time in full and motion was now passed by the following vote: (Ayes---8---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of November, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2024

HARRY M. MCMILLEN
Vice President

LEONARD H. ELLENWOOD
City Clerk

Presented to the mayor for approval on the 14 day of November, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 15 day of November, 1940.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2025

AN ORDINANCE regulating traffic upon the public streets of the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section 1. It shall be unlawful for any driver or owner of any vehicle to park such vehicle on the south side of East Williams Street, beginning at the east curb of South Calhoun Street to a point sixty-five (65) feet east of the east side of Calhoun Street.

Section 2. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in a sum not to exceed Three Hundred ($300.00) Dollars.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its legal publication.

HAROLD A. HART

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne,

Indiana, at a regular meeting, held on the 26 day of November, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached,and known as GENERAL ORDINANCE NO. 2025

FRANK W. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28 day of November, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 30 day of November, 1940.

H. W. BEALS
Mayor

GENERAL ORDINANCE NO. 2026

AN ORDINANCE fixing the Salraies, Compensations and Wages of Officers and Employees in the Fire, Police and Signal Departments of the City of Fort Wayne, Indiana, and repealing all ordinances and parts of ordinances in conflict herewith.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following Officers and Employees of the City of Fort Wayne in the Fire, Police and Signal Departments of the Department of Public Safety shall receive the following monthly salaries, wages and compensations respectively from and after the first of January, 1941.

Item 111e	Police Chief	$ 251.00
	Captain	220.00
	Captain of Detectives	220.00
	Lieutenants, each	190.15
	Lieutenant Mechanic	200.40
	Detective Sergeants, each	175.40
	Sergeants, each	167.87
	Secretary to Chief	125.00
	Traffic Engineer	175.00
	Patrolman, each	160.00
Item 111f	Traffic Clerk	100.00
Item 111g	Signal Superintendent	241.00
	Assistant Superintendent	180.00
	Linemen, each	175.40
	Electrician	175.40
	Chief Operator	175.40
	Fire Operators, each	160.00
	Police Operators, each	160.00
Item 111h	Fire Chief	251.00
	Battalion Chiefs, each	202.00
	Master Mechanic	201.00
	Assistant Master Mechanic	186.00
	Platoon Captains, each	186.00
	Fire Prevention Captain	179.60
	Captains, each	170.00
	Lieutenants, each	165.00
	Firemen, each	160.00

All hose-men, tiller-men, alarm and telephone operators, and all other privates of the Fire, Police and Signal Departments shall receive a salary during the first six months of their employment at the rate of One Hundred Fifty ($150.00) Dollars per month; employees of the same class during the second six months of their employment shall receive a salary at the rate of One Hundred Fifty-five ($155.00) Dollars per month; and employees of the same class during the third six months and thereafter during their

employment shall receive a salary at the rate of One Hundred Sixty ($160.00) Dollars per month.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed, and it is the intention of this ordinance that the salaries contemplated herein shall be paid for such time as said employees are actually in service.

Section 3. That this ordinance shall be in full force and effect on and after its passage and approval by the mayor.

E. H. Fisher

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none.).

BE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 23 day of December, 1940, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2026

FRANK E. KING, JR.
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 26 day of December, 1940.

LEONARD H. ELLENWOOD
City Clerk

Approved this 26 day of December, 1940.

H. W. BALL
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

ORDINANCE NO. 2027

An Ordinance of the City of Fort Wayne authorizing the issuance and sale of bonds of the City for the purpose of providing funds to be applied on the cost of acquisition of lands for airport purposes.

WHEREAS, the City of Fort Wayne has been requested by the Federal Government to enlarge and improve its airport facilities in order to make the same satisfactory and sufficient for use by the Federal Government for defense purposes, and for use by aircraft engaged in interstate commerce under the jurisdiction of the Federal Government; and

WHEREAS, agencies of the Federal Government have agreed that if the City of Fort Wayne will obtain suitable lands for such purpose the Federal Government will, at its expense, improve and develop the same for airport purposes; and

WHEREAS, the Board of Aviation Commissioners has determined that a sufficient amount of suitable land for said purpose may be acquired at a cost of approximately One Hundred Twenty-five Thousand Dollars ($125,000.00), including the incidental expenses necessary to be incurred in connection with such acquisition, and has requested that funds in that amount be appropriated and provided by the City Comptroller who has recommended that said appropriation be made, and that bonds of the City be issued to provide funds to meet such appropriation; and

WHEREAS, a petition has been duly filed under the provisions of Chapter 119 of the Acts of 1937 by fifty or more owners of taxable real estate in the City of Fort Wayne requesting the Common Council to authorize the issuance of bonds of the City to provide funds for said purpose; now therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne, acting by and through its Board of Aviation Commissioners, proceed with the acquisition of the lands required for the improvement and enlargement of the airport facilities of the City, as requested by the Federal Government and as more particularly set out in the resolution adopted by said board on January 7, 1941.

Section 2. For the purpose of providing funds to pay the cost of acquisition of the required lands, including all incidental expenses necessary to be incurred in connection therewith and the issuance of bonds on account thereof, the City shall make a loan in the amount of One Hundred Twenty-five Thousand Dollars ($125,000.00). In order to procure said loan the City Comptroller is hereby authorized and directed to have prepared and to issue and sell the negotiable, direct obligation bonds of the City to be designated as "City of Fort Wayne, Municipal Airport Bonds of 1941, Series 'Y'", in the aggregate principal amount of One Hundred Twenty-five Thousand Dollars ($125,000.00), which bonds shall be issued in the denomination of One Thousand Dollars ($1,000.00), shall be numbered consecutively from 1 to 125 inclusive, shall be dated as of the first day of March, 1941, and shall bearinterest at a rate not exceeding three per cent (3%) per annum (the exact rate to be determined by bidding), which interest shall be payable on July 1, 1942, and thereafter semi-annually on January 1 and July 1 of each year, and shall be evidenced by coupons attached to said bonds. Both bonds and interest coupons shall be payable at the Fort Wayne National Bank in the City of Fort Wayne, Indiana, in lawful money of the United States of America. Said bonds shall mature in numical order in the amounts and on the dates as follows:

$12,000.00 on July 1, 1942, and $12,000.00 on July 1 in the years 1943 to 1946 inclusive,

$13,000.00 on July 1, 1947, and $13,000.00 on July 1 in the years 1948 to 1951 inclusive.

Said bonds shall be signed in the name of the City of Fort Wayne by the Mayor of said City, countersigned by the City Comptroller, and attested by the City Clerk who shall affix the seal of said City to each of said bonds. The interest coupons attached to said bonds shall be executed by placing thereon the facsimile signature of the City Comptroller, and said official, by the countersigning of said bonds, shall adopt as and for his own proper signature his facsimile signature appearing on said coupons.

Section 3. The form and tenor of said bonds and the interest coupons to be attached thereto shall be substantially as follows, to-wit:

UNITED STATES OF AMERICA
State of Indiana County of Allen

No. _____ $1,000.00

CITY OF FORT WAYNE
MUNICIPAL AIRPORT BOND OF 1941,
SERIES "Y"

6041

The City of Fort Wayne, in Allen County, Indiana, for value received, hereby acknowledges itself indebted and promises to pay to the bearer hereof the principal amount of

ONE THOUSAND DOLLARS

on the first day of _____, 19___, and to pay interest thereon from the date hereof until the principal is paid, at the rate of _____ per cent (_____%) per annum, payable on the first day of July, 1942, and semi-annually thereafter on the first days of January and July in each year, upon presentation and surrender of the annexed coupons as they severally become due.

Both principal and interest of this bond are payable in lawful money of the United States of America at the Fort Wayne National Bank in the City of Fort Wayne, Indiana.

This bond is one of an authorized issue of one hundred twenty-five (125) bonds of the City of Fort Wayne, of like date, denomination, tenor and effect, except as to dates of maturity, aggregating One Hundred Twenty-five Thousand Dollars ($125,000.00), numbered consecutively from 1 to 125 inclusive, issued pursuant to an ordinance adopted by the Common Council of said City on the _____ day of _____, 1941, entitled "An Ordinance of the City of Fort Wayne authorizing the issuance and sale of bonds of the City for the purpose of providing funds to be applied on the cost of acquisition of lands for airport purposes", and in strict accordance with the provisions of an act of the General Assembly of the State of Indiana entitled "An Act concerning municipal corporations", approved March 6, 1905, and all acts amendatory thereof and supplemental thereto, including particularly Chapter 57 of the Acts of 1929 and Chapter 119 of the Acts of 1937, for the purpose of providing funds to pay the cost of acquisition of lands for airport purposes.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and said total issue of bonds is within every limit of indebtedness prescribed by the Constitution and laws of the State of Indiana, and that the full faith and credit of the City of Fort Wayne is hereby irrevocably pledged to the punctual payment of the principal and interest of this bond according to its terms.

IN WITNESS WHEREOF the City of Fort Wayne, in Allen County, Indiana, by ordinance of its Common Council has caused this bond to be signed in its corporate name by its Mayor, countersigned by its City Comptroller, its corporate seal to be hereunto affixed and attested by its City Clerk, and the interest coupons hereto attached to be executed by placing thereon the facsimile signature of said City Comptroller, as of the first day of March, 1941.

CITY OF FORT WAYNE

BY _____
Mayor

Countersigned

_____
City Comptroller

Attest:

_____
City Clerk

(Interest Coupon)

Coupon No. ____ $_____

On _____, 19___, the City of Fort Wayne, Indiana, will pay to bearer at the Fort Wayne National Bank in the City of Fort Wayne, Indiana, _____ Dollars in lawful money of the United States of America, being the interest then due on its Municipal Airport Bond of 1941, Series "Y", No._____.

CITY OF FORT WAYNE

By _____ (Facsimile)
City Comptroller

Section 4. As soon as may be done after the adoption of this ordinance, the City Clerk shall give notice of the filing of the petition for and determination to issued bonds, as required by Section 7 of Chapter 119 of the Acts of 1937, and Section 64-1332 Burns Statutes 1933. Said notice shall be published once each week in two newspapers published in the City of Fort Wayne representing the two leading political parties, and said notice shall also be posted in three public places in the City.

Section 5. Prior to the sale of said bonds the City Comptroller shall cause to be published a notice of such sale once each week for two weeks in two newspapers published in the City of Fort Wayne, representing the two leading political parties. Said notice shall also be published one time in one paper published in the City of Indianapolis. The date fixed for the sale shall not be earlier than seven (7) days after the last of said publications. Said bond sale notice shall state the time and place of sale, the purpose for which the bonds are being issued, the total amount thereof, the maximum rate of interest thereon, the time and place of payment, the terms and conditions on which bids will be received and the sale made, and such other information as the City Comptroller shall deem necessary. The notice of said sale shall not, however, be published prior to the expiration of the period during which taxpayers may file remonstrances or objecting petitions to the issuance of said bonds. In the event a remonstrance shall be filed by the owners of taxable real estate under the provisions of Chapter 119 of the Acts of 1937, then the bond sale notice shall not be published unless and until the Common Council shall have determined that such remonstrance is insufficient. In the event an objecting petition or petitions are filed by taxpayers under the provisions of Section 64-1332 Burns Statutes 1933, then the bond sale notice shall not be published unless and until the State Board of Tax Commissioners shall issue its order approving the issuance of said bonds. In the event it shall be determined by the State Board of Tax Commissioners, or otherwise, that the whole amount of the bonds herein authorized shall not be issued, then the City Comptroller shall be authorized to advertise and sell a lesser amount of bonds, and the bonds not issued and sold shall be the bonds of the latest maturity or maturities.

Section 6. All bids for said bonds shall be sealed and shall be presented to the City Comptroller at his office. Bidders for said bonds shall be required to name the rate of interest which the bonds are to bear, not exceeding three per cent (3%) per annum, and such interest rate shall be in multiples of one-fourth (1/4) of one per cent (1%), and not more than one interest rate shall be named by each bidder. The Comptroller shall award the bonds to the highest qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the City, computing the total interest on all of the bonds to their maturities and deducting therefrom the premium bid, if any. No bid for less than the par value of said bonds, including accrued interest at the rate named to the date of delivery, shall be considered. The Comptroller shall have full right to reject any and all bids. In the event the Comptroller shall receive no satisfactory bid for said bonds at the time fixed in said notice, he shall be authorized to continue to receive bids thereafter from day to day until a satisfactory bid has been received.

Prior to the sale of said bonds the City Comptroller shall be authorized to

obtain a legal opinion as to the validity of said bonds from competent bond counsel whose opinions are acceptable to bond purchasers generally, and to furnish such opinion to the purchaser of said bonds. The cost of said opinion shall be considered a part of the cost of said project, and shall be paid out of the proceeds of said bonds.

Section 7. The City Comptroller is hereby authorized and directed to have said bonds and coupons prepared, and the Mayor, City Comptroller and City Clerk are hereby authorized and directed to execute said bonds and the interest coupons to be attached thereto in the form and manner provided. After said bonds shall have been properly executed, the City Comptroller shall deliver the same to the City Treasurer, and shall take his receipt therefor, and upon the consummation of the sale of said bonds the City Comptroller shall then certify to the Treasurer the amount which the purchaser is to pay for the same; thereupon said Treasurer shall be authorized to receive from the purchaser the amount so certified by the Comptroller and to deliver the bonds to such purchaser.

Section 8. This ordinance shall be in full force and effect immediately upon its passage and signing by the Mayor.

CHARLES B. MOELLERING

Passed and adopted by the Common Council of the City of Fort Wayne on the 7 day of January, 1941.

BEN F. BENNETT
Presiding Officer

Attest:

LEONARD H. ELLENWOOD
City Clerk

Presented by me to the Mayor of the City of Fort Wayne on the 8th day of January, 1941, at the hour of 2 o'clock P. M.

LEONARD H. ELLENWOOD
City Clerk

This ordinance approved and signed by me on the 8th day of January, 1941, at the hour of 2 o'clock P. M.

H. W. BAALS
Mayor

The ordinance was read the third time in full and on motion was now passed by the following vote under suspension of the rules: (Ayes---9---Nays---none.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

GENERAL ORDINANCE NO. 2029

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between THE JOURNAL-GAZETTE COMPANY of Fort Wayne, Indiana, and the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS

WHEREAS, The CITY OF FORT WAYNE, by and through its Board of Public Works, and THE JOURNAL-GAZETTE COMPANY of Fort Wayne, entered into a certain contract and agreement on the _____day of December, 1940, by which contract the said Company agrees to print in The Fort Wayne Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1941 until December 31, 1941, and to furnish the party of the second part One Hundred Twenty-five (125) copies of the Proceedings of each Council meeting, bound in pamphlet form, and to furnish and complete, upon the termination of the contract, on December 31, 1941, One Hundred Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is in the following words and figures, to-wit:

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of December, 1940, by and between THE JOURNAL-GAZETTE, party of the first part, and the CITY OF FORT WAYNE, ALLEN COUNTY, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part,

WITNESSETH:

That the party of the first part covenants and agrees to print in the Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1941 until December 31, 1941, and to furnish the party of the second part, One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1941, One Hundred and Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) of said copies to be bound with Buckram, and Fifty (50) copies to be bound in cloth.

That party of the first part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of One Dollar and Two Cents ($1.02) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other

publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same in said paper.

It is further agreed by the parties hereto that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the party of the second part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish sufficient bond in the sum of Two Thousand ($2,000.00) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of al the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said party of the second part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year above written.

THE JOURNAL-GAZETTE COMPANY,

BY F. B. Ritcney
Business Manager

BY A. F. Scherer
Secretary
Party of the First Part

(SEAL)

H. W. Baals
Mayor of the City of Fort Wayne

CITY OF FORT WAYNE, INDIANA
BY: BOARD OF PUBLIC WORKS

ATTEST:

Chas F. Hess
Secretary

Robert G. Beams

David Lewis

Approved as to legality and form

J. H. Johnson
Party of the Second Part

Walter E. Helmke
City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into on the _____ day of December, 1940, by and between the City of Fort Wayne, by and through its BOARD OF PUBLIC WORKS, and THE JOURNAL-GAZETTE COMPANY, by the terms of which contract said Company agrees to print in The Fort Wayne Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1941 until December 31, 1941, and to furnish the parties of the second part One Hundred Twenty-Five (125) copies of the Proceedings of each Council meeting and bind the same in pamphlet form, and to furnish and complete upon the termination of this contract, on December 31, 1941, One Hundred and Fifty (150) copies of the Proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is more specifically set forth in the Preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 7 day of January, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2029

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 8 day of January, 1941.

LEONARD H. ELLENWOOD
City Clerk

Approved this 8th day of January, 1941.

H. W. BAALS
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

GENERAL ORDINANCE NO. 2028

An ordinance of the City of Fort Wayne appropriating the sum of One Hundred twenty-five Thousand Dollars ($125,000.00) for application on the cost of acquisition of lands for airport purposes, and incidental expenses incurred in connection therewith.

WHEREAS, the City of Fort Wayne has been requested by the Federal Government to enlarge and improve its airport facilities in order to make the same satis factory and sufficient or use by the Federal Government for defense purposes, and for use by aircraft engaged in interstate commerce under the jurisdiction of the Federal Government; and

WHEREAS, agencies of the Federal Government have agreed that if the City of Fort Wayne will obtain suitable lands for suck purpose the Federal Government will, at its expense, improve and develop the same for airport purposes; and

WHEREAS, the Board of Aviation Commissioners of the City of Fort Wayne has determined that the City can acquire approximately seven hundred twenty-eight (728) acres of land suitable for said purpose at a cost of approximately One Hundred Twenty-five Thousand Dollars ($125,000.00), which land is located in Section 4,5,8, and 9 of Pleasant Township, Allen County, Indiana, said land being more particularly described as follows, to-wit:

The West one-half (1/2) of Section Nine (9) in Township Twenty-nine (29) North, Range Twelve (12) East, except the right-of-way of the Lake Erie and Western Railroad Company; also,

The East one-half (1/2) of Section Eight (8) in Township Twenty-nine (29) North, Range Twelve (12) East; also,

The West one-half (1/2) of the Southwest Quarter (1/4) of SectionFour (4) in Township Twenty-nine (29) North, Range Twelve (12) East; also,

The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Five (5)

in Township Twenty-nine (29) North, Range Twelve (12) East; and said Board has requested an appropriation for said purpose in the amount of One Hundred Twenty-five Thousand Dollars ($125,000.00); and

Whereas, a petition has been duly filed under the provisions of Chapter 119 of the Act of 1937 by fifty or more owners of taxable real estate in the City of Fort Wayne requesting the Common Council to issue bonds of the City to provide for said purpose and the issuance of such bonds has heretofore been duly authorized; and

WHEREAS, The Common Council now finds that a necessity exists for the acquisition of such land and the improvement and development of the same for airport purposes; that the acquisition of such land the improvement and development thereof by the Federal Government for airport purposes will result in a freat and lasting benefit to the City and its citizens by reason of the resulting employment and increase in commerce and communications; that by reason of the foregoing facts an extraordinary emergency exists for the making of the appropriation requested by the Board of Aviation Commissioners; now therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the sum of One Hundred Twenty-five Thousand Dollars ($125,000.) be appropriated for the use of the Board of Aviation Commissioners in paying the cost of acquisition of the lands hereinabove referred to, the funds to meet such appriation to be provided from the proceeds of the bonds heretofore authorized on account of said project. Said appropriation shall be deemed to include and cover the incidental expenses necessary to be incurred in connection with the acquisition of said lands and the issuance of bonds on account thereof, and the City Comptroller shall be authorized to pay from the proceeds of said bonds incidental expenses as may be incurred in connection with the issuance of said bonds.

Section 2. This ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

HAROLD A. HART

The ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---none).

Passed and adopted by the Common Council of the City of Fort Wayne on the 28 day of January, 1941.

BEN F. BENNETT
Presiding Officer

Attest:

LEONARD H. ELLENWOOD
City Clerk

Presented by me to the Mayor of the City of Fort Wayne on the 29 day of January, 1941, at the hour of 2 o'clock P. M.

LEONARD H. ELLENWOOD
City Clerk

This ordinance approved and signed by me on the 29 day of January, 1941, at the hour of 2 o'clock P. M.

HARRY W. BAALS
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

GENERAL ORDINANCE NO. 2030

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne and the Board of Public Works of the City of Fort Wayne to sell certain real estate of the City of Fort Wayne.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Mayor of the City of Fort Wayne and the Board of Public Works of the City of Fort Wayne are hereby authorized to sell the following described real estate, to-wit:

A part of Lot Number Thirteen (13), Broadway Park Addition in the City of Fort Wayne, Indiana, described as follows: Commencing at a point within said Lot Thirteen (13), situated Ten (10) feet north of the south line thereof, and four hundred sixty (460) feet west of the west line of Thompson Avenue as platted and established along the east boundary of said lot; thence north and at right angles to the south line of said lot, a distance of forty (40) feet; thence west and parallel to the south line of said lot, a distance of one hundred fifty (150) feet, thence southeasterly by a deflection to left of 109 degrees, 15 minutes, a distance of forty-two and four tenths (42.4) feet to a point ten feet north of the south line of said lot; thence east and parallel to the south line of said lot, a distance of one hundred thirty-six and one tenth (136.1) feet to the point of beginning.

That the value ther of does not exceed the sum of One Hundred Dollars, and in view of the amount not exceeding said sum, the same is to be sold without appraisement.

Section 2. That this Ordinance shall be in full force and effect on and after its approval by the Mayor.

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of February, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2030

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 13th day of February, 1941.

LEONARD H. ELLENWOOD
City Clerk

Approved this 13 day of February, 1941

H. W. BAALS
Mayor

69169

GENERAL ORDINANCE NO. 2031

"AN ORDINANCE requiring the New York, Chicago and St. Louis Railway Company and any other railroad companies using said railroad tracks, to provide protection at the crossing of its railroad with Taylor Street within the corporate limits of the City of Fort Wayne, Indiana, and to repeal General Ordinance Number 1000, as amended this 25th day of February, 1941.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the New York, Chicago, and St. Louis Railroad Company, the Lake Erie and Fort Wayne Railway Company and any other railroad companies using said railroad tracks, be and are hereby required to stop each and every one of its trains or engines at the intersection of Taylor Street and the right of way and tracks of said The New York, Chicago and St. Louis Railroad Company, the Lake Erie and Fort Wayne Railway Company and any other railroad companies using said railroad tracks, within the corporate limits of the City of Fort Wayne, before operating said trains or engines across said Taylor Street, and that before said trains or engines proceed on the railroad of said The New York , Chicago and St. Louis Railroad Company, the Lake Erie and Fort Wayne Railway Company and any other railroad companies using said railroad tracks over sai street intersection, to cause a member of the crew in charge of any said train or engine to go to some point within the limits of said Taylor Street for the purpose of directing and protecting the movement and operation of such train or engine over said Taylor Street and for the purpose of giving timely warning and notice to traffic and pedestrians on said Taylor Street of the movement of the train or engine over said street crossing.

Section 2. That The New York, Chicago and St. Louis Railroad , the Lake Erie and Fort Wayne Railway Company and any other railroad companies using said railroad tracks, failing to comply with the provisions of this ordinance, as set forth in Section 1 hereof, shall be fined in the sum of Ten Dollars ($10.00) and the failure of the crew of any train or engine of The New York, Chicago and St. Louis Railroad Company, the Lake Erie and Fort Wayne Railway Company and any other railroad companies using said railroad tracks, in the operation and movement over said street crossing without complying with said provisions shall be deemed a seperate offense.

Section 3. That General Ordinance No. 1000 and all of the terms and conditions thereof is hereby repealed immediately upon the passage of this ordinance.

Section 4. That this ordinance be in full force and effect on and after its passage by the Common Council and its approval by the Mayor and legal publication.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote as amended: (Ayes---9---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of February, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2031

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 27th day of February, 1941.

LEONARD H. ELLENWOOD
City Clerk

Approved this 27 day of February, 1941.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2032

AN ORDINANCE regulating the construction and maintenance of trailer camps, providing for sanitation of the same and establishing the procedure for the locating of trailer camps, governing the regulation of the same, requiring a permit for the operation of trailer camps and providing penalties for violations thereof, as amended this 25th day of February 1941.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA: That

Section 1. No person shall conduct or maintain a trailer camp in the City of Fort Wayne without a permit therefor issued by the Board of Public Health or otherwise than in accordance with the terms of said permit and with the regulations of said board.

Section 2. (a) "Trailer Camp" defined: - A trailer camp shall mean and include any premises where one or more automobile trailers or house cars are parked for living or sleeping purposes, or any premises used or held out for the purpose of supplying to the public a parking space for a trailer or a house car for living or sleeping purposes.

(b). "Camp Car and / or Trailer" defined: - Is any unit used for living or sleeping purposes and which is equipped with wheels or similar devices used for the purpose of transporting said unit from place to place, whether by motive power or other means.

No such permit, however, shall be issued for premises located anywhere within close proximity to a developed section of the city, where in the sound discretion of the Board of Health, the conduct or maintenance of a trailer camp thereat would be dangerous or detrimental to the health of those living or employed in the vicinity thereof, or which would or might tend to create a nuisance, and no such permit shall be issued for any premises without proof of compliance with all laws and rules governing the erection and use of buildings and structures and the parking of motor vehicles on vacant areas in the City of Fort Wayne.

Section 3. Application. - Application for a permit to conduct or maintain a trailer camp shall be made to the Department of Health on a blank form furnished for that purpose by the said department. The applicant shall file with his application proof of ownership of the premises or of a lease or written permission from the owner thereof, together with a complete plan drawn to scale on cloth, showing the proposed camp, the location of the trailer lots, and such other details as are hereinafter more fully described.

6048

Section 4. Trailer Lot regulated. - For the purpose of these regulations, a trailer lot shall be deemed to be that section of ground in a trailer camp used or designed for use as a location for a single automobile and trailer, or a single house car.

(a) No trailer lot shall contain less than 300 square feet.

(b) The boundaries of the trailer lot shall be clearly designated by proper markers or stakes placed into the ground at each corner.

(c) Not more than one automobile and one trailer, or one house car shall be permitted on such lot.

(d) No automobile or trailer or house car shall be parked within twenty (20) feet of a city street nor within five (5) feet of the front, rear or side lines of the trailer lot, or within fifty (50) feet of any dwelling.

(e) All trailer lots shall be grouped in blocks abutting roads or driveways of not less than eighteen (18) feet in width, giving easy access to and from such lots. Such roads or driveways shall be properly maintained so as to prevent ruts, depressions and flying dust.

(f) All trailer lots and abutting roads or driveways shall be kept free from heavy or dense growth of brush or weeds and from any poisonous or noxious weeds, and shall be so graded so as to insure rapid drainage during and following rain and shall be drained so as to be free from stagnant pools of water.

Section 5. Water Supply. - The trailer camp shall be provided with an ample and adequate supply of running water. At least one tap for drinking purposes shall be provided for every four (4) trailer lots and such taps shall be so arranged and located as to be easily accessible to the occupants of said lots. Water obtained from sources of supply other than the public water supply shall not be used or maintained on the camp grounds. No common drinking vessels shall be permitted.

Section 6. - Waterclosets, lavatories, showers and slop sinks.

(a) Every trailer camp shall have separate and adequately lighted and ventilated toilet rooms for each sex with the following minimum sanitary facilities, supplied with running water, provided for each:

One (1) adequately flushed watercloset for every 15 trailer lots or fraction thereof up to 60, and one (1) adequately flushed watercloset for every 20 trailer lots over 60.

One (1) adequately flushed urinal stall in the men's toilet for every three watercloset bowls or fraction thereof.

One (1) lavatory or wash basin for every 2 watercloset bowls or fraction thereof.

One (1) shower for every 6 trailer lots or fraction thereof up to 50, and one (1) shower for every 12 trailer lots over 50.

The floors of the buildings or structures housing the sanitary facilities herein mentioned and the walls thereof to a height of 4 feet shall be constructed of concrete or similar water-tight material. The floors shall be elevated not less than four (4) inches above the ground. All doors, windows and other openings shall be properly screened. Said buildings or structures shall be located at the distance not greater than 200 feet from the nearest point of a trailer lot it is supposed to service.

Section 7. Discharge of waste liquids. All toilets, sinks, basins, urinals, showers and other fixtures discharging waste liquids shall be properly trapped and connected with the public sewer or other approved sewage disposal system. This provision, however, shall not apply to the taps for drinking purposes referred to in Section 5 herein.

Section 8. Garbage disposal. All garbage and refuse shall be stored in suitable and adequate metal receptacles with tight-fitting metal covers, and such garbage and refuse shall be removed from the premises daily. At least one such metal receptacle shall be provided and conveniently located for every 4 trailer lots.

Section 9. Use of trailer facilities. No flush toilet in a trailer or house car shall be used in the City of Fort Wayne, except when in a trailer camp and the discharge pipe or outlet is connected directly to a sewer. No dry or chemical toilet in a trailer or house car shall be used within the City of Fort Wayne, and such toilets and flush toilets, unless sewer connected, shall be sealed while inside the city limits. If a trailer or house car is equipped with a running water system, but not sewer connected, a suitable and adequate receptacle of water-tight construction must be provided underneath the body of the trailer or house car for the collection and storage of such liquid waste other than toilet waste.

Section 10. Adequate lighting. The trailer camp and all toilet rooms shall be provided with adequate means of lighting at night and kept lighted in accordance with the time table for the lighting and extinguishing public street and park lamps, prepared and issued by the Department of City Light and Power. A copy of such time table shall be posted in the camp office.

Section 11. Sanitary maintenance. The trailer camp, the buildings or structures thereon and all facilities shall be kept in good repair and at all times be maintained in a clean and sanitary condition.

It shall be the duty of the camp manager to:

(a) Prohibit the placing or storage of unsightly material or vehicles of any kind within the camp area.

(b) Cause each dog, cat or other pet animal to be kept under control either by being tied up or confined in a proper enclosure.

(c) Provide for the regular cleaning, painting, repairing or disinfecting of all buildings within the camp area.

(d) Execute such other measures as may be deemed necessary by the officials charged with the enforcement of this ordinance to preserve the health, comfort, safety and general welfare of all persons residing in the camp and of the general public.

(e) Shall report to the Health Department all cases of diseases affecting any resident of the camp.

(f) Shall prevent the committing of any nuisance on the camp premises and shall report immediately to the proper authorities all acts of a disorderly character committed by any person or persons within the camp.

(g) Shall adopt any measures necessary to prevent trespassing upon the premises of adjacent property owner.

Section 12. Display of permit and registration of guests. The permit to conduct or maintain a trailer camp issued hereunder shall be properly framed and

COPIED

conspicuously displayed in the camp office located on the trailer camp grounds, and in addition thereto the name of the permittee shall be legibly and prominently displayed on the outside of said office or upon the entrance of the camp grounds.

There shall be kept in said office a book register upon which the owner or person in control of the automobile and trailer, or house car upon arrival shall register his or her name and address and all persons using same, the date of arrival, the state license plate number of the automobile and trailer or if a house car the state license plate number thereon, together with the name of the state issuing said license. Said register will be available at all times for inspection by representatives of the Police and Health Departments.

Section 13. It shall be unlawful for any person on owning or operating a camp car and / or trailer located in a camp ground to remove or cause to have removed, the wheels or any similar transporting devices from said camp car and / or trailer or to otherwise permanently fix it to the ground in a manner that would prevent the ready removal of said camp car and / or trailer without first obtaining a permit so to do, from the building department of the City of Fort Wayne, Indiana. Any alteration to any camp car and / or trailer as above set forth, shall be construed as removing it from the requirements of this ordinance and converting it into a dwelling and it shall thereupon be subject to the requirements of the building code of the City of Fort Wayne and all state laws regulating dwellings.

Section 14. Complete plan of trailer camp. The plan of the trailer camp drawn to scale and on cloth required to be filed pursuant to Section 3 herein, shall show the following:

(a) The boundary lines of the proposed camp, the dimensions thereof, the abutting street or streets, and the distance from the nearest intersecting street, together with the points of the compass.

(b) The trailer lots, roads or driveways, the location and dimensions thereof.

(c) The buildings or structures, their location, use and sanitary facilities.

(d) The plumbing and details of the water supply and the sewage system.

Section 15. Penalty for violation. It shall be the duty of every person, owning, leasing, renting or operating a trailer camp in the City of Fort Wayne, Indiana, to comply with all of the provisions of this ordinance and / or rules and regulations formulated by the health department governing trailer camps, and any such person, violating any of the provisions of this ordinance or said rules and regulations or contributing in any way to the violation thereof, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than five dollars ($5.00) nor more than one hundred dollars ($100.00). Each day's continuation of a violation shall constitute a separate offense.

Section 16. Validity of Ordinance. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact

that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 17. This ordinance shall be in full force from and after its passage and approval of the Mayor and legal publication of the same.

Paul C. Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote as amended (Ayes---9---Nays---none).
THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25th day of February, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 2032.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 27th day of February 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 27th day of February 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2033

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between KORTE BROS., INC., an Indiana corporation, and the CITY OF FORT WAYNE, by and through its Board of Public Works, of Allen County, Indiana.

WHEREAS, on the 7th day of February, 1941, KORTE BROS., INC., an Indiana corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale of one (1) Austin-Western Patrol Sweeper and other parts and equipment attached thereto, and more specifically set out in said contract, to wit:

C O N T R A C T

THIS AGREEMENT made and entered into this 7th day of February, 1941, by and between KORTE BROS., INC., an Indiana corporation, hereinafter referred to as the "corporation" and the CITY OF FORT WAYNE, a Municipal corporation of Allen County, in the State of Indiana, by and through its Board of Public Works, hereinafter referred to as the "City", WITNESSETH:

The corporation covenants and agrees to sell and furnish to the City the following equipment, to-wit: One (1) Austin-Western Patrol Sweeper, complete, including broom filling machine for the Patrol sweeper, rear broom and Front and leaf broom rake, in accordance with the bid and specifications submitted to the City, which bid and specifications by reference are made a part of this contract.

The City agrees to pay said corporation for said sweeper and equipment attached thereto the sum of Three Thousand Seven Hundred Eighty-One ($3,781.00) Dollars, f. o. b., Fort Wayne, Indiana.

The corporation agrees to deliver said equipment within seven (7) days after an ordinance approving the within contract has been passed by the Common Council of the City of Fort Wayne and signed by the Mayor of the City of Fort Wayne.

The corporation agrees to test the above equipment before shipment and delivery and see to it that all parts are in harmonious working order and in proper condition to perform their respective duties.

The corporation agrees to furnish a full set of instructions for the care and operation of said equipment and guarantees said equipment to be well built and in good working order.

This contract, although executed on behalf of the City by its Board of Public Works, shall not be binding or obligatory upon the City unless it first shall have been approved by the Common Council of said City and should the Common Council of said City fail to approve the same within sixty (60) days after date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract the undersigned, each for itselves, binds itselves, its successors, and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, have hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

by Robert G. Beams
Chairman

David Lewis

J. H. Johnson

ATTEST:

Chas. F. Hess
Secretary

KORTE BROS., INC.

By Martin C. Korte
President

William C. Korte
Secretary

Approved as to form and legality:

Walter E. Helmke, City Attorney

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between Korte Bros., Inc., an Indiana Corporation, and the City of Fort Wayne, by and through its Board of Public Works, for the sale and purchase of one (1) Austin-Western Patrol Sweeper and equipment, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Sec. 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A. Hart

John Hoelle

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of March, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2033.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 13th day of March, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 13th day of March, 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2034

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne to execute certain sewage and drainage easements with the New York, Chicago & St. Louis Railroad Company, in connection with the Airport being established in Pleasant Township, Allen County, Indiana.

WHEREAS, the City of Fort Wayne has heretofore acquired approximately Seven Hundred Twenty-eight (728) acres of land in Pleasant Township, Allen County, Indiana, upon which an Airport is being established for use by the Federal Government for defense purposes and for use by aircraft engaged in interstate commerce under the jurisdiction of the Federal Government; and

WHEREAS, in the establishment of said Airport it is necessary to provide and construct drainage and sewage facilities; and

WHEREAS, in order to enable the construction and maintenance of such sewage and drainage facilities it is necessary to procure certain easements and rights-of-way under and over the property and right-of-way of the New York, Chicago & St. Louis Railroad Company, now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Mayor of the City of Fort Wayne is hereby authorized to enter into and execute for and on behalf of the City of Fort Wayne such easements and right-of-way agreements with the New York, Chicago & St. Louis Railroad Company as shall be necessary in order to enable the construction of sewage and drainage facilities for the Airport located in Pleasant Township, Allen County, Indiana.

Sec. 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harry M. McMillen

John Hoelle.

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11th day of March, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2034.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 13th day of March, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 13th day of March, 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2035

AN ORDINANCE approving a contract between the City of Fort Wayne, Indiana, by and through its Board of Public Works, on the one part, and General Cable Corporation and Essex Wire Corporation, on the other, providing for the maintenance and operation, and the relocation, construction, maintenance and operation of a single track railroad across Wall Street and Swinney Avenue, said crossings to be approximately at the location of the present switch track, between Phenie Street and the St. Mary's River.

WHEREAS, HERETOFORE, on the 6th day of March, 1941, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with General Cable Corporation and Essex Wire Corporation, which contract is in the following words:

THIS CONTRACT AND AGREEMENT, Made and entered into this 6th day of March, 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, parties of the Second Part, WITNESSETH:

WHEREAS, the Parties of the Second Part desire to procure and maintain a side track connecting the main tracks of the Pennsylvania Railroad Company with the manufacturing plants of said Second Parties in order to facilitate shipping to and from said plants of such property as Parties of the Second Part may desire;

AND, WHEREAS, said Railroad Company is willing to construct said side track and furnish such shipping facilities, now,

THEREFORE, In consideration of the covenants and agreements to be performed and complied with by the Parties of the Second Part as hereinafter provided, consent, permission, and authority are hereby granted and given by the Party of the First Part, to Parties of the Second Part, to continue to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenie Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenie Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Fort Wayne, Allen County, Indiana, such present location of said switch track being in accordance with the plat hereto attached and made a part hereof, on which plat the line and route of said present side track across said streets is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. If the Parties of the Second Part hereafter desire to relocate and reconstruct said track, at any time during the term of this contract, they shall not, in so doing, obstruct the streets above mentioned for any length of time in excess of five (5) days consecutively.

2. Said track shall not be elevated above, and shall be so constructed and maintained as to at all times conform with, the established grade of the streets

hereinabove named, as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the order and proper use thereof for all purposes by the public in passing along, upon, and across said track at any point thereof. That said track and the rails thereof shall conform with the grades of the streets now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by said Parties of the Second Part at their own expense for the purpose of regrading, paving, repaving or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement; and in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said Parties of the Second Part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets, as the case may be, and said Parties of the Second Part shall take up said track for such purpose within such reasonable time and for such reasonable length of time as the said Board may in said notice require in case such notice is as to repairs or improvements, as above stated; they shall make said track conform to any such grade within thirty (30) days time from receiving such notice, in case such notice is as to the grade of such streets, and upon the failure of Second Parties so to do, said Board of Public Works shall have the right to take up such track, to make such improvements or repairs, or to make such track conform to such grade, and charge the costs thereof to said Second Parties, and in case said Second Parties shall fail to pay such costs or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, said City shall have a right of action to recover such costs or expense against Second Parties, together with a reasonable attorney fee for the collection thereof.

3. If said streets are hereafter paved or repaved, Second Parties shall pay for so much thereof as lies between the rails of said track, and for the space of two feet on each side thereof, and in case any such pavements are constructed, such track shall be removed and relaid to conform with the grade of such streets as paved, and the foundation laid at the expense of said parties under the ties of such track of ten (10) inches of concrete. That Second Parties shall repair said part of streets in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets in good condition and repair. In the paving or repaving of said streets, the kind of material between the tracks, and for the space of two feet on the outside of the outer rails thereof, shall be determined by the Board of Public Works.

4. No cars shall be operated upon or over said street crossings, except cars devoted entirely to the shipping of property of, or to, the Second Parties, their tenants, lessees, successors and assigns. Immediately before any car or cars shall be operated on said tracks, such illuminated signals shall be given to travelers on the highway of the approach of such car or cars, as may be ordered by said Board of Public Works from time to time.

5. The Parties of the Second Part shall so construct and maintain said tracks as not in anyway to interfere with the drainage of surface waters on said streets, and shall comply with the directions of the Board of Public Works as to the manner of constructing said track.

60812

6. It is understood and agreed that the City of Fort Wayne retains full use of the easement now owned by it for the construction, maintenance, and repair of a sewer, gas, water, telephone, and other electrical lines, poles and wires over or near which this track is located, or may hereafter be relocated and constructed, and the Second Parties agree to remove any part of said track that may be necessary to enable said City to repair, replace or reconstruct any of said lines, poles, wire, etc., from time to time, and upon the failure of Second Parties, their successors and assigns, so to do, after reasonable notice, the City may remove the same and shall have the right thereafter to collect from Second Parties, their successors and assigns, any amounts expended in so doing.

7. In the event that claim is made against said City for damages to any person, persons, or property arising out of the construction, maintenance or operation of said tracks or the operation of any cars thereon, by an person or corporation, the City shall give Second Parties written notice thereof within thirty (30) days after notice thereof has been served upon said City, and in the event that suit is filed against said City on account of any such injuries or damage, said City shall give notice to Second Parties of the filing of such action within thirty (30) days after the commencement thereof, and after receiving such notices Second Parties shall defend such action at their own expense and, in the event that thereafter judgment shall be rendered in such action against said City, Second Parties will indemnify and hold said City free and harmless therefrom.

8. Second Parties shall execute to the Party of the First Part a bond in the penal sum of Ten Thousand ($10,000.00) Dollars conditioned for the faithful performance of the terms of this contract on their part to be kept and performed, and will thereafter furnish such sufficient surety thereon as said Board of Public Works may require from time to time.

9. If Second Parties fail hereafter to comply with and perform any of the provisions of this Contract, the consent, permission, and authority herein granted shall at once terminate, and Second Parties shall forfeit all rights hereunder, and thereupon shall cause the removal at their expense, of all track that may be laid hereunder, and place said streets in as good and safe condition for travel and of the same material as the remainder thereof.

10. It is understood that the rights granted to the Second Parties and the obligations upon them, shall be construed as being both joint and several, and that either may transfer to the other its rights under this contract, subject to the conditions herein set forth, and that the provisions limiting the use of said tracks to property shipped to or from the Second Parties herein shall be construed to include, however, property shipped to or from any of their tenants or lessees, but neither this Contract, nor the rights of the Second Parties hereunder, shall otherwise be transferred or assigned by Second Parties without the written consent of such Board of Public Works first being had and procured, and in the event that this contract is assigned and transferred upon written consent from the Board of Public Works, as above provided, the conditions herein shall be binding on the successors and assigns of said Parties of the Second Part.

11. The consent, permission, and authority hereby granted shall continue for a period of ten (10) years from the date hereof.

WITNESS our hand and seals.

CITY OF FORT WAYNE

BY Robert G. Beams

David Lewis

ATTEST:

J. H. Johnson
Board of Public Works

Chas. F. Hess
Secretary of Board
of Public Works.

GENERAL CABLE CORPORATION

(Corporate Seal)

BY P. D. Rensenhouse
Its Vice-President.

ESSEX WIRE CORPORATION

(Corporate Seal)

BY Addison E. Holton
Its President

(EXHIBIT A MAP ATTACHED)

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Contract heretofore entered into on the 6th day of March, 1941, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and General Cable Corporation and Essex Wire Corporation, by and through their respective authorized officers, calling for the maintenance, relocation, construction, use and operation of a single track railroad across Wall Street and Swinney Avenue, said continued location, and any relocations thereof, to be at points between Phenie Street and the St. Mary's River, as fully set forth in the preamble hereto, be, and the same is hereby, in all things ratified and approved.

Section 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Frank W. King Jr.

The Ordinance was read the first time in full and on motion the Ordinance was read the second time by its title and referred to the committee on Contracts and Franchises.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of March, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2035

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 26 day of March, 1941.

LEONARD H. ELLENWOOD
City Clerk

Approved this 27 day of March, 1941.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO.2036

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between the INDIANA SERVICE CORPORATION and the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS.

WHEREAS, on the 8th day of April , 1941, the INDIANA SERVICE CORPORATION, an Indiana Corporation, and the CITY OF FORT WAYNE, a Municipal Corporation, by and through its BOARD OF PUBLIC WORKS, entered into a certain contract and agreement wherein the parties to the said contract agreed to interconnect their said electric systems so as to provide breakdown reserve capacity for each other, as more specifically set out in said contract, to-wit:

THIS AGREEMENT made this 8th day of April, 1941 by and between Indiana Service Corporation (hereinafter called the "Corporation"), and Indiana corporation, and the City of Fort Wayne (hereinafter called the "City"), a municipality of the State of Indiana,

WITNESSETH:

WHEREAS, the Corporation owns and operates an electric generator, transmission and distribution system in Fort Wayne, Indiana and other localities in the State of Indiana, including a steam electric generating station located in the said City of Fort Wayne (hereinafter called "Spy Run Station"), for the production, transmission, delivery and furnishing of electrical energy for light, heat and power to the public; and

WHEREAS, the City owns and operates an electric generation, transmission and distribution system in the said City of Fort Wayne, including a steam electric generating station located in the said City of FortWayne (hereinafter called "Lawton Park Station"), for the production, transmission, delivery and furnishing of electrical energy for light, heat and power to the public; and

WHEREAS, the parties hereto desire to interconnect their said electric systems so as to provide breakdown reserve capacity for each other upon the terms and conditions hereafter contained; and

WHEREAS, the parties hereto deem it not only in their interest but in the interest in the interest of the public that the parties hereto cooperate so as to provide constant and assured electric service and so as to avoid a duplication of investment:

NOW, THEREFORE, in consideration of the premises and One Dollar and other good and valuable considerations in hand paid by each of the parties hereto to the other, receipt whereof is hereby acknowledged by each of the parties, and in considerations of the mutual covenants and conditions hereafter set forth, and of the benefits expected to be derived therefrom, the parties hereto hereby agree as follows:

ARTICLE I

Section 1. The Corporation covenants and agrees:

(1) At its own cost and expense to provide, furnish, construct and install complete and ready for operation (unless otherwise provided herein), as soon as practical after the date hereof, and thereafter during the term of this agreement, to maintain and operate, in order to effect the transfer of electrical energy between the respective systems of the parties hereto, the following:

(a) The necessary underground electrical conduit system (now installed), together with all appurtenant equipment and facilities, between (and including) the Corporation(s manhole No. 252 near the intersection of Lafayette and Elizabeth Streets (hereinafter referred to as "Interconnection Point"), and its 13,800 volt substation (hereinafter referred to as "Spy Run substation") located near its Spy Run Station, sufficient for housing and carrying a 13,800 volt three-conductor 400,000 circular mill power cable and necessary control cable between its said monhole No. 252 and its Spy Run substation. The City, at its own cost and expense, shall provide and furnish to the Corporation, as soon as practicable after the date hereof, the said power cable and control cable and all necessary cable accessories, and the Corporation, as soon as practicable after receipt of the same from the City, shall install the same in said conduit system, but at the cost and expense of the City, which the City shall pay to the Corporation within thirty (30) days after rendition of bill by the Corporation;

(b) Switchgear and protective apparatus with appurtenant equipment and facilities for the proper control of said interceptor at the Spy Run substation;

(c) Suitable metering equipment at the Spy Run Station for the proper measurement of electrical energy supplied by the Corporation to the City;

(d) Pilot wire differential relays with overcurrent back-up relays at the Spy Run substation.

Section 2. The City covenants and agrees:

(1) At its own cost and expense to provide, furnish, construct and install, complete and ready for operation, as soon as practicable after the date hereof, and, thereafter during the term of this agreement, to maintain and operate, in order to effect the transfer of electrical energy between the respective systems of the parties hereto, the following :

(a) From (but not including) the Corporation's manhole No. 252 to the City's Lawton Park Station necessary underground electrical conduit system, together with all appurtenant equipment and facilities, sufficient for housing and carrying the cables immediately her inafter described, and a 13,800 volt three-conductor 400,000 circular mill power cable and necessary control cable and all necessary cable accessories;

(b) Switchgear and protective apparatus with appurtenant equipment and facilities for the proper control of said interconnection at the City's Lawton Park Station;

(c) Suitable metering equipment at the Lawton Park Station for the proper measurement of electrical energy supplied by the City to the Corporation;

(d) Pilot wire differential relays with overcurrent back-up relays at the City's Lawton Park Station.

Section 3. The parties hereto mutually agree that all of the equipment, apparatus and facilities to be provided, furnished, constructed, installed, maintained and operated by the parties hereto as hereinabove specified, shall be provided, furnished, constructed, installed, maintained and operated in accordance with such specifications and in such manner as shall be mutually agreed upon between the parties

60AIIB

hereto, and in accordance with the drawing hereto attached as Exhibit "A" and hereby made a part hereof.

Section 4. If and when necessary to maintain suitable voltage levels between the two systems, the City, at its own cost and expense, shall provide and install, and thereafter maintain, a suitable regulating transformer at its Lawton Park Station.

Section 5. Each of the parties hereto, if, as and when necessary to prevent the transfer of high frequency current, carrier current or other signalling current at any time or times in its said system to the said system of the other party hereto, shall, at its own cost and expense, provide, furnish, construct and install, and thereafter maintain, all necessary filters, blocks and wave traps.

Section 6. The Corporation shall construct and erect as soon as practicable after the date hereof an extension, approximately 14 feet in width and 26 feet in length, of its present switchhouse at the Spy Run substation to house the aforesaid switching apparatus of the Corporation. Upon completing of such extension b the Corporation, the City shall pay to the Corporation, within thirty (30) days after rendition of bill by the Corporation, one-half (1/2) of all amounts reasonably and properly expended by the Corporation for work, labor and materials used in constructing such extension, provided, however, that the City shall in no event be required to pay more than Twenty-five Hundred Dollars ($2500).

Section 7. The parties hereto mutually agree that the Corporation at all times shall have absolute title and ownership in, and control of, all equipment, apparatus, facilities and materials and all other property of every kind and nature located in the Corporation's said manhole No. 252 and between the same and the Spy Run Station, irrespective of the party providing, installing or paying for the same, and the City at all times shall have absolute title and ownership in, and control of, all equipment, apparatus, facilities and materials and all other property of every kind and nature located between (but not in) the Corporation's said manhole No. 252 and the Lawton Park Station, irrespective of the party providing, installing or paying for the same.

ARTICLE II

Section 1. From and after the date on which the electric systems of the parties hereto shall be interconnected as hereinbefore provided and thereafter prior to the time the City places in commercial operation its new 15,000 KW turbo-generator, each of the parties hereto, subject to the contingencies and provisions in Section 4 of this Article II contained, will stand ready at all times to furnish to the other party hereto, upon its request, at the Interconnection Point, breakdown reserve capacity (as hereinafter defined) up to a maximum of 5,000 KVA. Duly authorized representatives of the parties hereto shall schedule from time to time the amount or amounts of breakdown reserve capacity (not to exceed at any time the aforesaid maximum reserve capacity of 5,000 KVA) to be maintained in each and every period of time in the generating plant of each party; provided, however, that each of the parties hereto, as to each and every period of time, shall always schedule, and maintain in its generating plant pursuant to such schedule, the same amount of breakdown reserve capacity as the other party so schedules and maintains in its generating plant at that particular time; and provided, further, that the said maximum reserve capacity of 5,000 KVA shall be maintained

in the generating plant of each of the parties hereto at all times when, as and if it shall not be reduced by the aforesaid schedule, or a schedule for such time or times shall not be agreed upon by the representatives of the parties hereto.

Section 2. From and after the date on which the City places in commercial operation its said new turbo-generator and thereafter during the entire term of this agreement, each of the parties hereto, subject to the contingencies and provisions in Section 4 of this Article II contained, will stand ready at all times to furnish to the other party hereto, upon its request, at the Interconnection Point, breakdown reserve capacity up to a maximum of 7500 KVA. Duly authorized representatives of the parties hereto shall schedule from time to time the amount or amounts of breakdown reserve capacity (not to exceed the aforesaid maximum reserve capacity of 7500 KVA) to be maintained in each and every period of time in the generating plant of each party; provided, however, that each of the parties hereto, as to each and every period of time, shall always schedule, and maintain in its generating plant pursuant to such schedule, the same amount of breakdown reserve capacity as the other party so schedules and maintains in its generating plant at that particular time; and provided, further, that the said maximum reserve capacity of 7500 KVA shall be maintained in the generating plant of each of the parties hereto at all times when, as and if not reduced by the aforesaid schedule, or a schedule for such time or times shall not be agreed upon by the representatives of the parties hereto.

Section 3. The term "breakdown reserve capacity" as used in this agreement shall mean a spinning reserve maintained by each party hereto in its own plant to be available to the other party in the event of breakdown or failure of its facilities or its equipment.

Section 4. Each of the parties hereto will use reasonable diligence to provide the aforesaid service to the other party hereto when and as requested but shall not be obligated to make such service avialable if, as and when it is prevented from so doing by reason of breakdown or failure of facilities or equipment, failure of supply, accidents, suspension or interruption of transportation facilities, fires, explosions, floods, earthquakes or other revulsions of nature, riots, strikes, lockouts, differences with workmen, war, insurrection, inability to secure cars, coal or other material, federal, state or other governmental laws or regulations, or other contingencies reasonably beyond its control. Should such service not be avialable because of any of the aforesaid reasons, such interruption or cessation of service shall not be construed as a breach of this agreement, nor shall any liability arise in any such case because or on account of any such interruption or cessation of service.

Section 5. The electrical energy to be made available hereunder shall be in the form of three phase alternating current, having a frequency of approximately sixty cycles per second, and at an approximate voltage of 13,800 volts.

Section 6. The said system of the parties hereto shall normally and at all times possible be operated in parallel with the interconnection switches closed. It is recognized that the Corporation, due to its interconnection with other systems, and to the operating requirements of its own system, is unable to appreciably vary the voltage level in its 13,800 volt bus at the Spy Run Station, and the Corporation shall at no time be required to adjust its normal voltage levels in its 13,800 volt bus at said

60AHd

station. The City shall be required at all times to adjust its voltage on its 13,800 volt bus at Lawton Park Station in order to maintain suitable voltage relationship between the two sysstems so as to effect the method of operation herein provided. The City shall operate its system so as to prevent (1) either party, while furnishing to or taking from the other capacity as here provided, from delivering to or taking from the system of the other, energy in excess of the breakdown reserve capacity than being furnished or taken hereunder, as the case may be, and (2) either party, while not furnishing to or taking from the other capacity hereunder, from delivering to or taking from the system of the other through said interconnection any power current or reactive current, in excess of such quantity as may be caused to flow from one system into the other be reason of such variations between systems, incident to their operation in parallel, as cannot be reduced by diligent conduct of operation

Section 7. The parties hereto at all times from and after the date said interconnection is effected and during the term of this agreement shall provide, install and maintain under lease or otherwise a telephonic communication system between the respective control points of the parties hereto, and each of the parties hereto shall pay one-half of the cost thereof at regular intervals to be agreed upon between the parties.

Section 8. Each party hereto shall designate a representative ro representatives who shall have authority ove the facilities of the party represented which are used in the transfer of energy hereunder. Such representatives shall be fully authorized to cooperate with each other and from time to time as the need arises, subject to the declared intentions of the parties herein set forth and to the terms of this agreement, to determine such matters which are not specifically provided for herein but upon which cooperation is necessary in order that the mutual advantages from the aforesaid transfer of energy may be realized by the parties hereto to the fullest practicable extent.

ARTICLE III

Section 1. During the entire term of this agreement each of the parties hereto shall pay to the other party hereto monthly for all energy supplied by it to such party an energy charge at the rate of five mills ($.005) per kilowatt hour, except as otherwise in this Section 1 provided, for all kilowatt hours delivered in each month.

Labor Cost Adjustment:

If, as and when there shall be an increase, above the cost at the date of this agreement, of ten per cent (10%) or more in the aggregate cost of labor at the generating station of either of the parties hereto due to any change in wage scales and/or hours of employment, then and in each event from and after the effective date of such increased labor cost to such party, the said energy charge which such other party hereto is to pay hereunder for electrical energy shall be increased one-tenth (1/10) of one mill ($.0001) per kilowatt hour for each ten per cent (10%) increase in such labor costs. If and when any such increase in labor cost shall be discontinued, the increase as aforesaid of said energy charge because of such increase in labor cost shall cease.

Tax Cost Adjustment:

If, as and when any additional or new taxes, licenses or fees of whatsoever kind or character (including any tax or license fee based upon the generation,

distribution and/or sale of electric power, current, or energy) shall be imposed upon, or shall be required to be paid by either of the parties hereto, or there is any increase or increases in any or all of the present taxes, licenses or fees of either of the parties hereto of whatsoever kind or character, then and in each such event from and after the effective date of such increased tax cost the said energy charge may at the option of such party be increased by, or a surcharge added equal to, the amount of the cost per kilowatt hour, or other applicable unit of charge, of such additional or new taxes, licenses or fees and/or of such increases in the present taxes, licenses or fees, as the same affects the cost of serving the other party hereto under the aforesaid energy charge. If such additional or new tax is subsequently repealed or the increase of such present taxes, licenses or fees shall be discontinued, the charge therefor shall cease.

Cost Adjustment For Power Purchased By the Corporation to Supply the City:

If, as and when the Corporation, due to the happening of one or more of the contingencies mentioned in Section 4 of Article II hereof, is unable to supply or to continue to supply from its Spy Run Station the capacity and associated energy requested by the City for its use by reason of a breakdown or failure of its facilities or its equipment, but the Corporation is able, notwithstanding the happening of such contingency or contingencies, to purchase and deliver to the City through the Corporation's electrical system such electrical capacity and associated energy, the Corporation shall give prompt notice thereof to the City, and thereupon the City may, at its option and upon giving notice to the Corporation to be confirmed in writing within twenty-four (24) hours thereafter, take such amount (not to exceed 7500 KVA) of the electrical capacity and associated energy so requested by the City, as the Corporation is able to purchase and supply to the City, and for all electrical energy so purchased by the Corporation and supplied to the City in any month the City shall pay to the Corporation an energy charge of seven and three-quarters mills ($.00775) per kilowatt hour; provided, however, that as to each and every month in which the Corporation shall purchase and supply electrical energy to the City as aforesaid, the City, for the energy so purchased by the Corporation and supplied to the City, shall pay a minimum energy charge equal to two hundred fifty (250) hours' use of the maximum capacity so purchased and supplied to the City although the City's actual use of purchased energy is less. The maximum capacity of purchased energy in any month shall be taken as the average number of KVA, as determined by a kilowatt demand meter and adjusted to KVA in accordance with the average power factor for the month, in the thirty-minute interval in such month in which interval the use of purchased electrical energy is greater than during any other such thirty-minute interval in such month; provided, that if the use by the City of purchased energy in any month is less than thirty minutes, the maximum capacity of purchased energy for such month shall be the average number of KVA in the actual interval of use of purchased energy by the City; and provided, further, that if such maximum capacity of purchased energy is not in a multiple of 1,000 KVA, such maximum capacity of purchased energy shall be deemed to be the next highest 1,000 KVA multiple.

Section 2. The price to be paid for energy by each of the parties hereto is

predicated upon the maintenance in the respective systems of the parties hereto of an average power factor of eighty-five per cent (85%) for each month as shown by integrating instruments. When the average monthly power factor is above or below eighty-five per cent (85%), the kilowatt hours as metered will, for billing purposes, be multiplied by the following constants:

Effective Monthly Power Factor	Constant
1.00	.951
.95	.965
.90	.981
.85	1.000
.80	1.023
.75	1.050
.70	1.0835
.65	1.1255
.60	1.1785
.55	1.2455
.50	1.3335

ARTICLE IV

Section 1. All energy delivered by either party hereto to the other party hereunder shall be delivered at the Interconnection Point at a potential of approximately 13,800 volts. Energy delivered by the Corporation to the City shall be measured at the Spy Run Station, and energy delivered by the City to the Corporation shall be measured at the Lawton Park Station.

Section 2. The meters used in measuring the power factor and the capacity and energy delivered by each of the parties to the otherparty hereunder shall be at all times subject to inspection and examination by either party hereto; provided, however, that such meters shall be kept under seal and the seals thereon shall not be broken by either party without giving notice to the other and allowing such other party a reasonable time within which to provide a proper representative to be present when such seals are broken. If, upon any such inspection and examination, any of the said meters are found to be more than two per cent (2%) inaccurate either above or below normal, the measurements made by such meter for and during a period of thirty (30) days prior thereto shall be adjusted in accordance with the percentage of inaccuracy so found, unless such meter has been tested within such period, in which event such measurement shall be corrected back to the last test. Any meters found to be more than two per cent (2%) inaccurate either way shall either be restored to a condition of commercial accuracy or replaced with meters of such accuracy by the party hereto owning the same.

Section 3. Each of the parties hereto shall maintain and keep a file of the graphic wattmeter charts and such other records as may be necessary to preserve a clear history of the electrical capacity furnished by each party to the other party hereto. The parties hereto shall cooperate to maintain reasonable accuracy of the graphic meters and of the indicating meters.

ARTICLE V

Section 1. The meters of each party hereto recording the capacity and quantity

of energy sold and delivered by it to the other party hereto shall be read at the end of each calendar month by the representative of the party supplying such energy. The party receiving such energy may, if it so elects, provide at its own expense, a representative to be present at such readings.

Section 2. As soon as practicable after the end of each calendar month each party hereto shall render to the other party hereto a bill or bills for such month under any and all of the provisions of this agreement except Article I, and the party to which each such bill is rendered shall pay the same within fifteen (15) days after the receipt thereof. If any bill so rendered is not paid within fifteen (15) days from the receipt thereof, the party to which such bill was rendered shall pay to the party rendering the bill interest upon the amount of such bill at the rate of six per cent (6%) per annum from and after the date thereof to the date of payment.

Section 3. If either party hereto shall fail or refuse to pay any bill rendered by the other party for charges due hereunder (except under Article I) within a period of fifteen (15) days from the date thereof, or shall default in any of the terms, provisions or conditions of this agreement, the other party hereto, upon giving fifteen (15) days' written notice to the defaulting party, shall have the right to suspend delivery of energy until all such bills with interest thereon at the rate of six per cent (6%) per annum from the date thereof have been fully paid, or other default shall have been cured, or shall have the right to rescind this agreement in its entirety, provided, however, that if either party should dispute the correctness of any bill rendered by the other party for charges hereunder by a statement in writing setting forth in detail the items disputed and delivered to the other party within fifteen (15) days from the date of such bill, the aforesaid remedies provided in case of default shall not be available, and if the parties hereto are unable, within a period of sixty (60) days after the submission of such statement, to reach an agreement in respect to such items, the question of the correctness of such items shall be submitted to arbitration as hereinafter provided, and if it shall be found after such arbitration that one party has paid the other party any amount in excess of the amount properly due under the terms of this agreement on account of the terms contained in such bill, the party receiving such excess amount shall in that event refund to the other party any excess amount so found to have been paid by it, together with interest thereon at the rate of six per cent (6%) per annum from the date of payment of such bill to the date of such refund.

ARTICLE VI

Section 1. If at any time and from time to time the parties hereto shall be unable to agree upon any question arising hereunder, such question shall be referred for settlement (except as otherwise provided by Article IX hereof) to three arbitrators, one to be appointed by the Corporation, one to be appointed by the City and the third to be appointed by the two so chosen. The party desiring such arbitration shall notify the other party of its appointment of an arbitrator and if the other party shall fail within a period of ten (10) days thereafter to appoint its arbitrator, or in case any two arbitrators appointed as herein provided shall fail for a period of ten (10) days after their appointment to select a third arbitrator, either of the parties hereto may make written application to the then Judge of the United States District Court having jurisdiction of the Northern District of Indiana, for the appointment of an arbitrator or

60AHd

arbitrators necessary to make up the number of three, and the parties hereto consent to such appointment. Such arbitrators, before entering upon their duties, shall take oath that they have no interest of any kind in either of the parties hereto or in the subject matter of the arbitration, and that they will faithfully and honestly discharge the duties committed to them. The matter in dispute shall be submitted in writing to said arbitrators immediately upon the completion of their appointment and the parties hereto shall do all things necessary to make proper submission thereof according to the character of the controversy or as required by the arbitrators. The decision in writing signed by a majority of the arbitrators in respect to the matter submitted to them shall be final and conclusive and each of the parties hereto agrees to accept and abide by the same. The Corporation and the City shall each pay one-half (1/2) of the cost of any arbitration hereunder.

ARTICLE VII

Section 1. By this agreement the parties hereto intend to provide, through said interconnection, breakdown reserve capacity for the respective electrical systems of each of the parties hereto upon the terms and conditions herein contained. If during the term of this agreement it is believed mutually advantageous and desirable by both of the parties hereto that said interconnection be used for other purposes, the parties hereto will cooperate with each other in an effort to arrange (but shall not be obligated to arrange) for the use of said interconnection for such other purposes.

ARTICLE VIII

Section 1. The initial term of this agreement shall continue for three years after the date on which the interconnection of the respective systems of the parties hereto is placed in operation, and this agreement shall continue in full force and effect after said initial term unless and until terminated at the end of any calendar month by either party hereto first giving written notice of its intention to terminate to the other party at least one (1) year prior to the time such termination is to become effective.

ARTICLE IX

Section 1. This agreement is made subject to the jurisdiction of any regulatory commission or commissions having jurisdiction in the premises, and if any provision hereof is altered or made impossible of performance by the adjudication of any such regulatory commission or court of competent jurisdiction, and the parties hereto are unable to agree upon a modification of any provision affected by such adjudication, then and in such event, neither party hereto shall be liable to the other for failure to comply with such provision after the effective date of such adjudication, and either party hereto may forthwith cancel this agreement, and the matter of agreement upon any such modification shall not be subject to arbitration under Article VI hereof.

Section 2. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement under their respective seals the day and year first above written.

INDIANA SERVICE CORPORATION

By W. MARSHALL SALE
President

ATTEST:

B. P. SHEARON
Secretary

CITY OF FORT WAYNE, INDIANA

By H. W. BAALS
Mayor

ATTEST:

LEONARD H. ELLENWOOD
Clerk

CITY OF FORT WAYNE, INDIANA

By ROBERT G. BEAMS

DAVID LEWIS

J. H. JOHNSON
Board of Public Works

APPROVED AS
TO FORM AND LEGALITY

By WALTER B. HELMKE
City Attorney

ATTEST:

CHAS. F. HESS
Clerk

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between the INDIANA SERVICE CORPORATION, an Indiana Corporation, and the CITY OF FORT WAYNE, Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS, wherein the parties to the said contract agreed to interconnect their said electric systems so as to provide breakdown reserve capacity for each other, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A. Hart

E. H. Fisher

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---9, Nays---none.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of April, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2036.

BEN F. BENNETT
President.

LEONARD H. ELLENWOOD
City Clerk.

Presented to the Mayor for approval on the 23 day of April 1941.

LEONARD H. ELLENWOOD
City Clerk.

GG1969

Approved this 23 day of April 1941.

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 2037.

AN ORDINANCE authorizing the City of Fort Wayne, by and through its Board of Public Works, to purchase certain real estate for the use of the City Utilities and to expend the sum of Twenty Thousand ($20,000.00) Dollars from the funds of the Utilities for said real estate.

WHEREAS, certain real estate is available for purchase which now adjoins the real estate of the City of Fort Wayne on Berry Street; and,

WHEREAS, the garage located upon said real estate is now being rented by the City of Fort Wayne as a Police Garage, and,

WHEREAS, it is to the best interest of the City of Fort Wayne that said real estate, having a width of seventy-five (75) feet on Berry Street and a depth of one hundred fifty (150) feet, be purchased, which property directly adjoins the property owned by the City of Fort Wayne on Berry Street,

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne, by and through its Board of Public Works, is hereby authorized to purchase the property generally known as the Bower property and which is more particularly described as follows, to-wit:

Lot Sixty-four (64) County Addition to the City of Fort Wayne and the East half of the vacated alley on the west and

Lot Two Hundred Seventy-Two (272) Hanna's Addition to the City of Fort Wayne and the East half of the vacated alley on the west.

Section 2. That the Board of Public Works of the City of Fort Wayne is further authorized to expend from the funds of the City Utilities the sum of Twenty Thousand ($20,000.00) Dollars to purchase and pay for the aforementioned described real estate.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C. Spiegel

Charles B. Moellering

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---9, Nays---none.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2037.

BEN F. BENNETT
President.

LEONARD H. ELLENWOOD
City Clerk.

Presented to the Mayor for approval on the 29 day of May 1941.

LEONARD H. ELLENWOOD
City Clerk.

Approved this 29 day of May 1941.

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 2038

An Ordinance concerning the refunding of certain outstanding Sewage Works Revenue Bonds of the City of Fort Wayne, and matters connected therewith.

WHEREAS, under date of August 1, 1938, the City of Fort Wayne issued its Sewage Works Revenue Bonds in the amount of Three Million Dollars ($3,000,000.00), bearing interest at the rate of three and one-half per cent (3-1/2%) per annum, pursuant to the provisions of Ordinance No. 1939, which ordinance provided that the bonds of said issue numbered from 2512 to 3000 both inclusive, in the aggregate amount of Four Hundred Eighty-nine Thousand Dollars ($489,000.00); viz:

$157,000.00 payable August 1, 1966,
$163,000.00 payable August 1, 1967,
$169,000.00 payable August 1, 1968,

shall be redeemable at the option of the City on August 1, 1941, or any interest payment date thereafter in their inverse numerical order, at the face value thereof plus accrued interest thereon to the date of redemption, provided that notice of such redemption be given at least sixty (60) days prior to the redemption date in accordance with the provisions of said ordinance, and

WHEREAS, the Common Council finds that it is now possible for the City to redeem said outstanding callable Sewage Works Revenue Bonds on August 1, 1941, by the issuance and sale of refunding bonds bearing interest at the rate of two and three-fourths per cent (2-3/4%) per annum, under the provisions of Chapter 206 of the Acts of the Indiana General Assembly for the year 1937; that such refunding may be accomplished without expense to the City and will result in a substantial saving in the amount of interest required to be paid on said outstanding Sewage Works Revenue Bonds; and

WHEREAS, the Common Council further finds that on August 1, 1941, there will be sufficient funds in the Sewage Works Sinking Fund created by Ordinance No. 1939 to meet the fixed principal and interest requirements of the City's outstanding Sewage Works Revenue Bonds required to be paid on that date, and that the amount of refunding bonds to be issued should be limited to the face amount of the bonds to be redeemed, prior to maturity, on August 1, 1941; now therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City call for redemption and redeem on August 1, 1941, the outstanding Sewage Works Revenue Bonds of the City numbered from 2512 to 3000 both inclusive, aggregating Four Hundred Eighty-nine Thousand Dollars ($489,000.00): viz:

$157,000.00 payable August 1, 1966,
$163,000.00 payable August 1, 1967,
$169,000.00 payable August 1, 1968,

which bonds were issued under date of August 1, 1938, bearing interest at the rate of three and one-half per cent (3-1/2%) per annum, pursuant to the provisions of Ordinance

No. 1939 entitled "An Ordinance concerning the construction and operation by the City of Fort Wayne, Indiana, of sewage treatment works, the issuance of revenue bonds to provide for the cost thereof, the collection, segregation and distribution of the revenues of said works, the safeguarding of the interests of the holders of said bonds, and other matters connected therewith, as amended this 26th day of July, 1938." The City Comptroller is hereby authorized and directed to cause to be published a notice of such redemption one time in a daily newspaper of general circulation published in the City of Fort Wayne, a daily newspaper or financial publication published in the City of Chicago, Illinois, and a daily newspaper or financial publication published in the City of New York, New York. Said notice shall be so published at least sixty (60) days prior to August 1, 1941, and shall be in substantially the following form:

BOND REDEMPTION NOTICE
CITY OF FORT WAYNE, INDIANA

On August 1, 1941, the City of Fort Wayne, Indiana, will redeem its outstanding Sewage Works Revenue Bonds numbered from 2512 to 2668, both inclusive, payable August 1, 1966; bonds numbered from 2669 to 2831, both inclusive, payable August 1, 1967; and bonds numbered from 2832 to 3000, both inclusive, payable August 1, 1968; which bonds are in the denomination of $1,000,00, dated August 1, 1938, and bear interest at the rate of 3-1/2% per annum. Said bonds will be redeemed at the face value thereof, plus accrued interest to the date of redemption, upon presentation of the bonds at the Lincoln National Bank and Trust Company in the City of Fort Wayne, Indiana, all in accordance with the right reserved to the City on the face of said bonds and in the ordinance authorizing the issuance thereof. Interest on said bonds shall cease as of the redemption date herein fixed.

City Comptroller, City of Fort Wayne, Indiana.

If any of said callable bonds be registered as to principal at the office of the City Comptroller, then a like notice shall be sent by registered mail to the holders of such registered bonds, at the address shown on the books of the City Comptroller.

Sec. 2. For the purpose of procuring the funds necessary to redeem said outstanding callable Sewage Works Revenue Bonds on August 1, 1941, the City of Fort Wayne shall issue its Sewage Works Revenue Refunding Bonds in the principal amount of Four Hundred Eighty-nine Thousand Dollars ($489,000.00) under the provisions of Chapter 206 of the Acts of the Indiana General Assembly for the year 1937.

Said bonds shall be issued in the denomination of One Thousand Dollars ($1,000.00), numbered consecutively from 2512 to 3000, dated as of August 1, 1941, and shall bear interest at the rate of two and three-fourths per cent (2-3/4%) per annum, payable on the first days of February and August of each year, beginning on February 1, 1942, such interest to be evidenced by coupons attached to said bonds. Both bonds and interest coupons shall be payable in lawful money of the United States of America at the Dime Trust and Savings Bank in the City of Fort Wayne, Indiana, and such bonds shall mature serially in numerical order in the amounts and on the dates as follows:

$157,000.00	August 1, 1966
$163,000.00	August 1, 1967
$169,000.00	August 1, 1968

All of said bonds shall be redeemable at the option of the City on August 1, 1946, or on any interest payment date thereafter, in their inverse numerical order, at the face value thereof plus accrued interest thereon to the date of redemption. Notice of such redemption shall be given at least sixty (60) days prior to the date fixed for such redemption, by publication at least one time in a daily newspaper of general circulation published in the City of Fort Wayne, a daily newspaper or financial publication published in the City of Chicago, Illinois, and a daily newspaper or financial publication published in the City of New York, New York. If any of the bonds so to be redeemed are registered, such notice shall be mailed to the address of the registered holder as shown on the registration records of the City. The notice shall specify the date and place of redemption and the numbers of the bonds called for redemption. The place of redemption may be the place of payment named in the bonds, or otherwise, as determined by the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in said notice, if funds are available at the place of redemption to pay the principal and interest of the bonds so called for redemption on the date so named or when presented for payment.

Sec. 3. Said bonds shall be signed in the name of the City of Fort Wayne by the Mayor, countersigned by the City Comptroller, and attested by the City Clerk who shall affix the seal of the City to each of said bonds. The interest coupons attached to said bonds shall be executed by placing thereon the facsimile signatures of the Mayor and City Comptroller, and said officials, by the signing of said bonds, shall adopt as and for their own proper signatures their facsimile signatures appearing on said coupons. Said bonds shall have all of the qualities and incidents of negotiable instruments under the negotiable instruments law of the State of Indiana.

Said bonds shall be negotiable by delivery unless registered. Upon presentation of any of the bonds at the office of the City Comptroller in the City of Fort Wayne, Indiana, said Comptroller shall register said bonds as to principal without charge or expense to the holder. Such registry shall be noted on each bond so presented, after which no transfer thereof shall be valid unless made by the registered owner in person or by his attorney duly authorized and similarly noted on such bond, but bonds so registered may be discharged from registry by being in like manner retransferred to bearer, after which they shall be transferable by delivery out may again be registered as before. The registration of any bond shall not affect the negotiability of the interest coupons attached thereto; but such coupons shall continue to pass by delivery merely and shall remain payable to bearer.

Sec. 4. The principal and interest of said refunding bonds, together with the principal and interest of the outstanding Sewage Works Revenue Bonds authorized by Ordinance No. 1939, shall be payable from the Sewage Works Sinking Fund created by said Ordinance No. 1939, and shall be secured by an exclusive and irrevocable pledge of and shall constitute a first charge upon all the net revenues (herein defined as gross revenues after deduction only for the payment of the reasonable expenses of operation, repair and maintenance) of the sewage treatment works of the City, including the works authorized to be acquired and constructed by said Ordinance No. 1939, and all additions and improvements thereto and replacements thereof subsequently constructed or acquired, all without priority of one issue over the other. The holders of said refunding bonds shall have all of the rights, powers and remedies to which said holders would be entitled if they were the owners and had possession of the Sewage Works Revenue bonds redeem-

ed and refunded in accordance with the provisions of this ordinance. The City shall not be obligated to pay said refunding bonds or the interest thereon except from the net revenues of its sewage treatment works, and said bonds shall not constitute an indebtedness of the City of Fort Wayne within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Sec. 5. The form and tenor of said bonds, the interest coupons to be attached thereto and the registration endorsement thereon, shall be substantially as follows, all blanks to be filled in properly prior to delivery thereof:

STATE OF INDIANA
COUNTY OF ALLEN

No._____ $1,000.00

CITY OF FORT WAYNE
SEWAGE WORKS REVENUE REFUNDING BOND

The City of Fort Wayne, in Allen County, State of Indiana, for value received, hereby promises to pay to the bearer, or if this bond be registered then to the registered holder, solely out of the special revenue fund hereinafter referred to, the principal amount of

ONE THOUSAND DOLLARS

on the first day of August, 19__, and to pay interest thereon from the date hereof until the principal is paid, at the rate of two and three-fourths per cent (2-3/4%) per annum, payable on the first days of February and August in each year, beginning on February 1, 1942, upon presentation and surrender of the annexed coupons as they severally become due.

Both principal and interest of this bond are payable in lawful money of the United States of America, at the Dime Trust and Savings Bank in the City of Fort Wayne, Indiana.

This bond is one of an authorized issue of four hundred eighty-nine (489) bonds of like date, tenor and effect, except as to numbering and dates of maturity, in the total amount of Four Hundred Eighty-nine Thousand Dollars ($489,000.00), numbered from 2512 to 3000 both inclusive, issued pursuant to Ordinance No._____ adopted by the Common Council of the City of Fort Wayne on the _____day of May, 1941, entitled "An Ordinance concerning the refunding of certain outstanding Sewage Works Revenue Bonds of the City of Fort Wayne, and matters connected therewith", and in strict compliance with the provisions of Chapter 206 of the Acts of the Indiana General Assembly for the year 1937, for the purpose of redeeming and refunding, prior to maturity, a like amount of outstanding Sewage Works Revenue Bonds issued by the City of Fort Wayne under date of August 1, 1938, pursuant to the provisions of Ordinance No. 1939 adopted on July 26, 1938, entitled "An Ordinance concerning the construction and operation by the City of Fort Wayne, Indiana, of sewage treatment works, the issuance of revenue bonds to provide for the cost thereof, the collection, segregation and distribution of the revenues of said works, the safeguarding of the interests of the holders of said bonds, and other matters connected therewith, as amended this 26th day of July, 1938", and in strict compliance with the provisions of Chapter 61 of the Acts of the Indiana General Assembly for the year 1932 (Special Session) and the acts amendatory thereof and supplemental thereto.

Pursuant to the provisions of said acts and said ordinances the principal and interest of the bonds of this issue are payable solely from the Sewage Works Sinking Fund (created by said Ordinance No. 1939) to be provided from the net revenues (herein defined as gross revenues after deduction only for the payment of the reasonable expenses of operation, repair and maintenance) of the sewage treatment works of the City of Fort Wayne, including the works constructed or acquired pursuant to the provisions of Ordinance No. 1939, and all additions and improvements thereto and replacements thereof subsequently constructed or acquired. This bond shall not constitute an indebtedness of the City of Fort Wayne within the meaning of the provisions and limitations of the constitution of the State of Indiana, and the City shall not be obligated to pay this bond or the interest thereon except from said special fund provided from said net revenues. The City of Fort Wayne irrevocably pledges the entire net revenues of said sewage treatment works to the payment of the principal and interest of the bonds of this issue and the principal and interest of the Sewage Works Revenue Bonds issued under date of August 1, 1938, without priority of one issue over the other, and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by said works as are sufficient in each year for the payment of the proper and reasonable expenses

of operation, repair and maintenance of said works and for the payment of the sums required to be paid into said Sinking Fund under the provisions of said acts and said ordinances. In the event the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the holder of this bond shall have all of the rights and remedies provided for in said Chapter 61, Acts of 1932 (Special Session) and Chapter 206, Acts of 1937, and the actsamendatory thereof and supplemental thereto, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest thereon. The holder of this bond shall have all of the rights, powers and remedies to which said holder would be entitled if he were the owner and had possession of the Sewage Works Revenue Bond redeemed and refunded by the issuance of this bond.

The City further covenants that it will set aside and pay into its Sewage Works Sinking Fund a sufficient amount of the net revenues of said works to meet (a) the interest on the bonds of this issue and the interest on the outstanding Sewage Works Revenue Bonds issued under date of August 1, 1938, (b) the necessary fiscal agency charges for paying the principal and interest of both of said issues, (c) the principal of the bonds of this issue and said Sewage Works Revenue Bonds as the same are payable, and (d) an additional amount as a margin of safety which margin, together with any unused surplus of such margin carried forward from the preceding year, shall equal ten per cent (10%) of all other amounts so required to be paid into said Sinking Fund. Such required payments shall constitute a first charge upon all the net revenues of said works.

This bond and all other bonds of this issue shall have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the State of Indiana. This bond may be registered as to principal at the office of the City Comptroller in the City of Fort Wayne, Indiana, in the name of the owner hereof, and such registration noted hereon by said Comptroller. Thereafter no transfer hereof shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted hereon, but this bond may be discharged from registration by being in like manner transferred to bearer and may again from time to time be registered or transferred to bearer as before. Such registration shall not restrict or affect the negotiability of the interest coupons hereto attached by delivery only, but such interest coupons shall always be payable to bearer.

All of the bonds of this issue are redeemable at the option of the City of Fort Wayne on August 1, 1946, or any interest payment date thereafter, in their inverse numerical order, at face value plus accrued interest to the date of redemption, provided notice of such redemption shall be given at least sixty (60) days prior to the date fixed for such redemption by one publication in a daily newspaper of general circulation published in the City of Fort Wayne, a daily newspaper or financial publication published in the City of Chicago, Illinois, and a daily newspaper or financial publication published in the City of New York, New York; and a like notice be sent by mail to the holders of such bonds as are then registered. Interest on the bonds so called for redemption shall cease on the redemption date fixed in said notice, if funds are available at the place of redemption to pay the principal and interest of the bonds so called for redemption, on the date so named or when presented for payment.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

IN WITNESS WHEREOF the City of Fort Wayne, in Allen County, State of Indiana, has caused this bond to be executed in its corporate name by its Mayor, countersigned by its City Comptroller, its corporate seal to be hereunto affixed and attested by its City Clerk, and the interest coupons hereto attached to be executed by placing thereon the facsimile signatures of said Mayor and City Comptroller as of the first day of August, 1941.

CITY OF FORT WAYNE

By _____
Mayor

Countersigned:

_____
City Comptroller

Attest:

_____
City Clerk

(Interest Coupon)

Coupon No._____ $_____ ____

On_____, 19___,

the City of Fort Wayne, Indiana will pay to bearer, at the Dime Trust and Savings Bank in said City, out of its Sewage Works Sinking Fund_____
Dollars in lawful money of the United States of America, being six months interest on its Sewage Works Revenue Refunding Bond, dated August 1, 1941, No. _____.

CITY OF FORT WAYNE
By_____(Facsimile)
Mayor

Countersigned:
_____(Facsimile)
City Comptroller

REGISTRATION ENDORSEMENT

This bond can be registered only at the office of the City Comptroller of the City of Fort Wayne, Indiana. No writing hereon except by the City Comptroller.

Date of Registry	In Whose Name Registered	City Comptroller
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sec. 6. The City Comptroller is hereby authorized and directed to have said bonds and coupons prepared, and the Mayor, City Comptroller and City Clerk are hereby authorized and directed to execute said bonds and the interest coupons to be attached thereto in the form and manner hereinbefore provided. When so prepared and executed, the bonds shall be placed in the custody of the Treasurer of the City for delivery to the purchasers. The Treasurer is hereby authorized and directed to deliver said bonds in accordance with the purchase agreement hereinafter set out, upon payment therefor in accordance with the terms of said agreement. In the preparation, execution, issuance and delivery of said bonds and in the custody, safeguarding, application and disbursement of the proceeds thereof, the City and all of its officials shall be governed by the terms of said agreement not inconsistent with the terms of this ordinance or the provisions of the acts hereinbefore referred to.

Sec. 7. The following proposal for the purchase of the refunding bonds authorized by this ordinance is hereby approved:

"DATE May 20, 1941

TO City Controller & Common Council
Fort Wayne, Ind.

FOR THE FOLLOWING BONDS -

DESCRIPTION $489,000 Fort Wayne, Ind. Sewer Revenue Refunding Bonds

DATED August 1, 1941 DENOMINATION $1,000.00

MATURING $157,000 Aug. 1, 1966
$163,000 " 1967
$169,000 " 1968

All bonds to be optional after 5 years from date

INTEREST 2-3/4% PER ANNUM - PAYABLE Semi annually

PRINCIPAL AND INTEREST PAYABLE AT Bank of Fort Wayne, Ind.

PRICE - WE WILL PAY - PAR and accrued interest and a premium of $831.30

We will also pay the fee of Matson, Ross, McCord & Ice and the cost of the blank bonds and the cost of publishing ordinances, notice of call and any other necessary publications.

Prior to the delivery of the bonds to us, we are to be furnished with a full and complete transcript of proceedings had in relation to these bonds, and this bid is made subject to the legality and regularity of the bonds being approved by Matson, Ross, McCord and Ice.

We enclose herewith Cashiers check # 38115 for $9,780.00, as evidence of our good faith in this transaction, said check to be held uncashed by you, pending legal examination by Matson, Ross, McCord & Ice, and to be forthwith returned to us in the event they fail to approve the bonds, otherwise to be held and cashed by you as full and complete liquidated damages if we fail to carry out the terms of this agreement; or to be returned to us if we are not the successful bidders.

RESPECTFULLY SUBMITTED,

MAGNUS and COMPANY
By John Baas

Weil, Roth & Irving
By T. F. Davis

Paine, Webber & Co.
Chicago, Ill.
McDougal & Condon

ACCEPTED THIS_____DAY OF _____, 19___, for and on behalf of CITY OF FORT WAYNE, INDIANA.

_____
Mayor

_____
Comptroller"

The Mayor and City Comptroller are hereby authorized and directed to accept the foregoing proposal for and on behalf of the City in the form and manner hereinabove set out, and to deliver a copy thereof to the representative of the syndicate submitting such proposal.

Sec. 8. The entire proceeds of the bonds herein authorized shall be deposited in duly selected and designated depositories of the City of Fort Wayne, in trust on special account, and shall be used for no other purpose except the redemption of the outstanding Sewage Works Revenue Bonds numbered from 2512 to 3000 both inclusive, hereinbefore more particularly referred to.

Sec. 9. Except as herein otherwise expressly provided all of the provisions of Ordinance No. 1939 relating to the fixing and collection of rates and charges for services rendered by the sewage treatment works of the City, the segregation, safe-keeping and application of revenues derived from the operation of said works, the operation and maintenance of said works, the duties and obligations to be performed by the City and its officers, the covenants of the City, and the rights, privileges and powers of the bond-holders shall all apply with like force and effect to the bonds herein authorized as though all of such provisions were set out at length herein, or the bonds herein authorized had been authorized under the provisions of said Ordinance No. 1939.

The City particularly covenants that it will fix and collect sufficient rates and charges for the services rendered by its sewage treatment works to provide sufficient funds to pay the principal and interest of the bonds herein authorized in accordance with the terms of said bonds, that the provisions of this ordinance shall constitute a contract by and between the City of Fort Wayne and the holders of the bonds herein authorized, and that after the issuance of said bonds this ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders of said bonds, nor shall the Common Council of the City adopt any law, ordinance or resolution in any way adversely affecting the rights of such holders so long as any of the bonds or the interest thereon remain unpaid.

Sec. 10. This ordinance shall be in full force and effect from and after its

passage and signing by the Mayor.

Arno C. Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of May, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 2038.

BEN F. BENNETT
President.

LEONARD H. ELLENWOOD
City Clerk.

Presented to the Mayor for approval on the 29 day of May 1941

LEONARD H. ELLENWOOD
City Clerk.

Approved this 29 day of May 1941.

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 2039

AN ORDINANCE regulating traffic on the City streets of the City of Fort Wayne, Allen County, Indiana.

BE IT ORDAINED BY THE COMMON COOUCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. It shall be unlawful for any driver or owner of any vehicle to park such vehicle on the west side of McKinley Street, between Graeter and Johnson Streets, in the City of Fort Wayne, Allen County, Indiana.

Section 2. Any person, firm or corporation violating any of the provisions of this ordinance shall on conviction be fined a sum not to exceed three hundred ($300.00) dollars.

Section 3. This ordinance shall be in sull force and effect from and after its passage and approval by the Mayor and its legal publication.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---viz: Bennett, Fisher, Hart, Hoelle, King, McMillen, Moellering, Spiegel, Wolf. Nays---none.)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of June, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2039

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approvalon the 11th day of June, 1941.

LEONARD H. ELLENWOOD
City Clerk

Approved this 16th day of June, 1941.

HARRY W. BAALS
Mayor

GENERAL ORDINANCE NO. 2040

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between SCHWEGMAN-WITTE COMPANY, a corporation organized and existing under the laws of the State of Indiana, Party of the First Part, and THE CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its Board of Public Works, Party of the Second Part.

WHEREAS, on the 26th day of May, 1941, Schwegman-Witte Company, a corporation organized and existing under the laws of the State of Indiana, entered into a certain contract and agreement with the City of Fort Wayne by and through its Board of Public Works, for the construction of a complete system in and about Turbine Unit No. 3, as specified in Contract No. 17, of Specifications No. 20, at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana, as more specifically set out in said contract, to-wit:

C O N T R A C T

THIS AGREEMENT, Made and entered into this 26th day of May, 1941, by and between SCHWEGMAN-WITTE COMPANY, a corporation organized and existing under the laws of the State of Indiana, hereinafter referred to as the Party of the First Part, and THE CITY OF FORT WAYNE, a municipal corporation of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, hereinafter referred to as the Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the construction of a complete piping system in and about Turbine Unit No. 3, as specified in Contract No. 17, of Specifications No. 20.

All of the aforementioned equipment shall be delivered and erected at the Generating Station of the Party of the second part. All such apparatus and work is to be in accordance with the plans and specifications prepared by the party of the second part and referred to as Contract No. 17, of Specifications No. 20, and the proposal of the party of the first part now on file in the office of the Board of Public Works, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, party of the second part, as follows:

TEN THOUSAND FOUR HUNDRED ($10,400.00) DOLLARS.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check revise and approve, the estimate and their decision in the revision of the estimate shall be final. Upon approval of an estimate by the Engineers of the party of the second part, Eighty-five (85%) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be paid to the party of the first part. The final payment under the contract, covering the remainder due

Copied

thereunder, will be due and payable only after the contractor shall have fully complied with all the terms of the contract after the Engineers of the Party of the second part shall have approved the completed work and after the party of the second part, by and through its Board of Public Works, shall have accepted the work.

The party of the first part agrees that the delivery and erection of all equipment will be completed with one hundred (100) calendar days after the approval of said contract by the Common Council of the City of Fort Wayne, Indiana.

The party of the first part shall perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required under the terms of this contract.

The party of the first part further agrees that in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

That neither the Contractor, Subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;

That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of five ($5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract;

That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

That the said party of the first part agrees to pay and to require of his subcontractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in Paragraph No. 21, "Rates of Wages," of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In witness whereof, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

By: H. W. BAALS MAYOR

ROBERT G. BEAMS

J. H. JOHNSON
BOARD OF PUBLIC WORKS, Party of Second Part

ATTEST:

CHAS. F. HESS
SECRETARY

Approved as to legality and form

WALTER E. HELMKE
CITY ATTORNEY

SCHWEGMAN-WITTE COMPANY

BY G. A. SCHWEGMAN
Vice-President

A. H. WITTE
Secretary-Treasurer,
Party of First Part

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract, made and entered into by and between SCHWEGMAN-WITTE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and THE CITY OF FORT WAYNE, a municipal corporation of Allen County, Indiana, by and through its Board of Public Works, for the construction of a complete piping system in and about Turbine No. 3, as specified in Contract No. 17, of Specifications No. 20, at the Generating Station of the City Light and Water Utilities of the City of Fort Wayne, Indiana, which contract and agreement is mor fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect after its passage and approval by the mayor.

CHARLES E. MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---nine---viz: Bennett, Fisher, Hart, Hoelle, King, McMillen, Moellering, Spiegel, Wolf. Nays---none).

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of June, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2040

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk.

Presented to the Mayor for approval on the 11th day of June, 1941.

LEONARD H. ELLENWOOD
City Clerk.

Approved this 16th day of June, 1941

H. W. BAALS
Mayor.

6041G

GENERAL ORDINANCE NO. 2041

An Ordinance regulating traffic upon the Public streets of the City of Fort Wayne. As amended the 8th, day of July, 1941.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. It shall be unlawfull for any driver or owner of any vehicle to stop or park, or allow or permit said vehicle to stop or park upon the following street and public highway in the city of Fort Wayne, Indiana, to wit:

On the south side of Fifth street from the west line of Cass street, to the east line of Barthbold street.

Section 2. Any person, firm or corporation violating the provisions if this Ordinance, shall upon conviction, be fined in a sum not to exceed Three Hundred ($300.00)Dollars.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and legal publication thereof.

Harry M. McMillen

We Hereby Certify. That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 8th day of July, 1941, by a majority vote of two-thirds of all the members elect, did pass the ordinance hereunto attached, and known as APPROPRIATION ORDINANCE No. 1124.

Ben. F. Bennett
President.

Leonard H. Ellenwood
City Clerk.

Presented to the Mayor for approval on the 10th, day of July 1941.

Leonard H. Ellenwood
City Clerk.

Approved this 10th day of July, 1941.

H.W. Baals.

GENERAL ORDINANCE NO. 2042

AN ORDINANCE approving the execution of a Cooperation Agreement between the City of Fort Wayne and The Housing Authority of the City of Fort Wayne, Indiana.

WHERAS, The Housing Authority of the City of Fort Wayne, Indiana, proposes to develop and administer a low rent housinh project consisting of approximately ninety-six (96) dwelling described real estrate, to-wit:

1. Lots 413 to 425 both inclusive; lots 458 to 481, both inclusive; Lots 504 to to 529, both inclusive, in Third Commercial Addition, Allen County, Indiana. And

2. Lots 496 to 503, both inclusive; Lots 530 to 549, both inclusive. in Third Commercial Addition, Allen County, Indiana;

WHERAS, There exists in the City of Fort Wayne unsafe and insanitary dwelling accommodations of a number greatly in excess of said ninety-six (96) dwelling units which are occupied by families of low income and which constitute a menace to the health, safety morals and welfare of the inhabitants of the City; and

WHERAS, The Housing Authority of the City of Fort Wayne, Indiana, on the basis of preliminary estimates and under present economic conditions , has determined that the maximun average construction cost of each single family unit will not exceed Twenty-two Hundred Dollars ($2200.00). and

WHERAS, The Housing Authority of the City of Fort Wayne, Indiana, has on the basis of preliminary estimated and under present economic conditions, determined that the average maximun rental charge for each single family unit will not exceed the sum of Twelve Dollars and fifty cents ($12.50) per month; and

WHERAS, on the 23rd day of June, 1941, The Housing Authority of the City of Fort Wayne, Indiana, and the City of Fort Wayne entered into a certain contract and agreement, which contract and agreement is more specifically hereinafter set out, to wit:

COOPERATION AGREEMENT

THIS AGREEMENT, Made and entered into this 23d day of June, 1941, by and between The Housing Authority of the City of Fort Wayne, Indiana, hereinafter called the "Authority" and the City of Fort Wayne, a municipal corporation of the State of Indiana, hereinafter called the "City",WITNESSETH:

(1).The Housing Authority of the City of Fort Wayne, Indiana, agrees to undertake, develop and administer a low rent housing project on two seperate sites located at:

1. Lots 413 to 425, both inclusive; lots 458 to 481, both inclusive; Lots 504 to 529, both inclusive, in Third Commercial Addition, Allen County, Indiana and,
2. Lots 496 to 503, both inclusive; Lots 530 to 549, both inclusive, in Third Commercial Addition, Allen County, Indiana,

in the City of Fort Wayne, Indiana and to endeavor to secure a contract with the United States Housing Authority for Federal annual contributions to assist in the administration of such a project.

(2). In computing the number of unsafe or unsanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from the date hereof; provided however , that there shall not be included as the whole or any part of such elimination, the elimination of unsafe or insanitary dwelling units undertaken(a) by the Authority on the site of the low-

60412

rent housing project identified as USHA Project No.Ind 3-1, and (b) by the City off the site of the said USHA Project No.Ind 3-1 in accordance with the provisions of a certain agreement entered into between the City and the Authority on the 22nd day of December,1939. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partly in one of these ways and partly in another:

(a) By inducing private owners voluntarily to repair and improve such dwellings so as to make them safe and sanitary; or

(b) By inducing private owners voluntarily to demolish or effectively close such dwelling units; or

(c) By causing the compulsory repair or improvement, demolition, or effective closing of such unsafe and insanitary dwelling units; or

(d) By demolishing dwelling units which are on land acquired by the City including demolition of such Project uses.

In Computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from the date hereof and within one year after the Project is substantially ready in its entirety for occupancy; provided, however, that all unsafe and insanitary dwelling units eliminated by the City prior to the date of the Agreement will be counted as elimination under this Agreement if it is satisfactorily established that suchelimination was undertaken inanticipation of the development of the Project. For the purpose of this Agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, lack of ventilation or sanitation facilities, or any combination of these factors, it is detrimental to safety, health or morals.

(3) The City further agrees that during the period commencing with the date of the acquisition of the site of the project and continuing throughout the useful life of such Project, it will furnish without cost or charge to other dwellings and inhabitants in the City, including but not limited to fire, police and health protection and services, street maintenance and repair, garbage collection and disposal, and street lighting within the Project and on the boundaries thereof, and that the property belonging th the Housing Authority shall be subject to all the condidions and provisions of the laws of the State of Indiana particularly Chapter 207, of the 1937 Acts of General Assembly of the State of Indiana. The term "useful life of such project" as used in this paragraph shall mean the number of years during which any of the bonds issued to aid in financing the development of the Project shall remain outstanding.

(4) The City further agrees to cooperate with the Authority by accepting the dedication of land for new streets and alleys within the Project, by zoning or re-zoning to a proper residential classification the area in the City within which the Project shall be located, and by such other lawful action or ways as the City and the Authority may bind necessary in connection with the development and construction of the Project.

(5) The City and the Authority agree that this contract shall not be abrogated, charged or modified so long as any bonds issued to aid in financing the development of the Project to which this contract relates shall remain outstanding

and unpaid; and so long as the title to said Project(except for the lien or title conveyed to secure any bonds or other evidences of indebtedness issued to aid in the financing of the Project or to secure any bonds or other evidences of indebtedness issued to refund such bonds or evidences of indebtedness) is held by the Authority or some other public body or governmental agency authorized by law to engage in the development or administration of low-rent housing projects; provided that this Agreement may be abrogated by the City if an annual contribution contract is not made with the United States Housing Authority with respect to the Project within twelve months from the date hereof.

(6) The Authority further agrees that all structures built under this contract shall be in strict compliance with the Building Code of the City of Fort Wayne and that the Authority shall be required to take out all necessary permits during the course of construction and all structures shall be inspected as provided by the Ordinances of the City of Fort Wayne, Indiana.

(7) The Authority agrees that all structures shall be built and construced by contractors under a system of competitive bidding and that the contractors shall be requested to employ qualified local labor wherever and whenever it is possible so to do, and that the wage scale shall be according to the prevailing wage scale in this immediate locality demanded by the wage scale committee as provided in Chapter 319 of the Acts of General Assembly of the State of Indiana of 1935.

IN WITNESS WHEREOF, the City of Fort Wayne and The Housing Authority of the City of Fort Wayne, Indiana, have respectively caused this agreement to be duly executed in triplicate as of the 23d day of June, 1941.

Approved as to form and legality:

Walter E.Helmke
City Attorney

(Seal)

Attest:

Leonard H. Ellenwood
City Clerk

Attest:

John Essig
Secretary

City of Fort Wayne, Indiana.

By H.W. Baals
Mayor

The Housing Authority of the City of Fort Wayne, Indiana.

Albert H.Schaaf
Chairman

(Seal)

Now, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA :

Section 1. That the foregging contract entered into by and between The Housing Authority of the City of Fort Wayne, Indiana, and the City of Fort Wayne, be and the same is in all things ratified and approved.

Section. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Frank. W.King Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes ---9 viz: Bennett, Fisher, Hart, Moelle, King, McMillen, Moellering, Spiegel Wolf. Nays-- None.

We HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the twenty second day of July 1941. by a majority vote of all members elect, did pass ordinance hereunto attached, and known as

General Ordinance No.2042.

Ben. F. Bennett
President

Leonard H.Ellenwood
City Clerk.

Presented to the Mayor for approval on the twenty fourth day of July 1941.

Leonard H.Ellenwood
City Clerk.

Approved this twenty fifth day of July 1941.

H.W.Baals
Mayor.

GENERAL ORDINANCE 2043

AN ORDINANCE defining "milk" and certain "milk products." "milk producer", "pasteurization," etc., prohibiting the sale of adulterated and misbranded milk and milk products, requiring permits for the sale of milk and milk products, providing for the licensing of milk plants, regulating the inspection of dairy farms and milk plants, the examination, grading, labeling, placarding, pasteurization, regrading, distribution, and sale of milk and milk products, providing for the publishing of milk grades, the construction and location of future dairies and milk plants, regulating the time of delivery and providing for the display of license tags on vehicles or conveyances used in the delivery of milk or milk products, providing for the enforcement of this ordinance and the fixing of penalties and repealing all ordinances in conflict herewith.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. DEFINITIONS. The following definitions shall apply in the interpretation and the enforcement of this ordinance:

A. MILK. Milk is hereby defined to be the lacteal secretion obtained by the complete milking of one or more healthy cows, excluding that obtained within 15 days before and 10 days after parturition, or such longer period as may be necessary to render the milk practically colostrum free; which contains not less than 8 per cent of milk solids not fat, and not less than 3.5 per cent of milk fat.

B. MILK FAT OR BUTTERFAT. Milk fat or butterfat is the fat of milk.

C. CREAM AND SOUR CREAM. Cream is a portion of milk which contains not less than 18 per cent milk fat. Sour cream is cream the acidity of which is more than 0.20 per cent, expressed as lactic acid.

D. SKIMMED MILK. Skimmed milk is milk from which a sufficient portion of milk fat has been removed to reduce its milk-fat percentage to less than 3.5 per cent.

E. MILK OR SKIMMED-MILK BEVERAGE. A milk beverage or a skimmed-milk beverage is a food compound or confection consisting of milk or skimmed-milk, as the case may be, to which has been added a sirup or flavor consisting of wholesome ingredients.

F. BUTTERMILK. Buttermilk is a product resulting from the churning of milk or cream, or from the securing or treatment by a lactic acid or other culture of milk, skimmed milk, reconstituted skimmed milk, evaporated or condensed milk or skimmed milk, or milk or skimmed-milk powder. It contains not less than 8 per cent of milk solids not fat.

G. VITAMIN D MILK. Vitamin D milk is milk the vitamin D content of which has been increased by a method and in an amount approved by the health officer.

H. RECONSTITUTED OR RECOMBINED MILK AND CREAM. Reconstituted or recombined milk is a product resulting from the recombining of milk constituents with water, and which complies with the standards for milk fat and solids not fat of milk as defined herein. Reconstituted or recombined cream is a product resulting from the combination of dried cream, butter or butterfat with cream, milk, skimmed milk, or water.

I. GOAT MILK. Goat milk is the lacteal secretion, free from colostrum, obtained by the complete milking of healthy goats, and shall comply with all the

requirements of this ordinance. The word "cows" shall be interpreted to include goats.

J. HOMOGENIZED MILK. Homogenized milk is milk which has been treated in such manner as to insure break-up of the fat globules to such an extent that after 48 hours storage no visible cream separation occurs on the milk and the fat percentage of the top 100 cubic centimeters of milk in a quart bottle, or of proportionate volumes in containers of other sizes, does not differ by more than 5 per cent of itself from the fat percentage of the remaining milk as determined after thorough mixing.

K. MILK PRODUCTS. Milk products shall be taken to mean and include cream, sour cream, homogenized milk, goat milk, vitamin D milk, buttermilk, skimmed milk, reconstituted or recombined milk and cream, milk beverages, skimmed-milk beverages, and any other product made by the addition of any substance to milk or any of these products and used for similar purposes and designated as a milk product by the health officer.

L. PASTEURIZATION. The terms "pasteurization," "pasteurized", and similar terms shall be taken to refer to the process of heating every particle of milk or milk products to at least 143 degrees F., and holding at such temperature for at least 30 minutes, or to at least 160 degrees F., and holding at such temperature for at least 15 seconds, in approved and properly operated equipment; provided that nothing contained in this definition shall be construed as disbarring any other process which has been demonstrated to be equally efficient and is approved by the State health authority.

M. ADULTERATED MILK AND MILK PRODUCTS. Any milk or milk product which contains any unwholesome substance, or which, if defined in this ordinance, does not conform with its definition, or which carries a grade label unless such grade label has been awarded by the health officer and not revoked, shall be deemed adulterated and misbranded.

N. MILK PRODUCER. A milk producer is any person who owns or controls one or more cows: a part or all of the milk or milk products from which is sold or offered for sale, or is sold or delivered to another person.

O. MILK DISTRIBUTOR. A milk distributor is any person, who has in possession for sale, offers for sale, sells or delivers to another any milk or milk products for human consumption as such.

P. DAIRY OR DAIRY FARM. A dairy or dairy farm is any place or premises where one or more cows are kept, a part or all of the milk or milk products from which is sold or offered for sale, or is sold or delivered to another person.

Q. MILK PLANT. A milk plant is any place or premises or establishment where milk or milk products are collected, handled, processed, stored, bottled, pasteurized, or prepared for distribution.

R. HEALTH OFFICER. The term "health officer" shall mean the health authority of the City of Fort Wayne or his authorized representative.

S. AVERAGE BACTERIAL PLATE COUNT, DIRECT MICROSCOPIC COUNT, REDUCTION TIME, AND COOLING TEMPERATURES. Average bacterial plate count and average direct microscopic count shall be taken to mean the logarithmic average, and average reduction time and average cooling temperature shall be taken to mean the arithmetic

average, of the respective results of the last four consecutive samples, taken upon separate days, irrespective of the date of grading or regrading.

T. GRADING PERIOD. The grading period shall be such period of time as the health officer may designate within which grades shall be determined for all milk and milk products, provided that the grading period shall in no case exceed 6 months.

U. PERSON. The word "person" as used in this ordinance shall mean "person, firm, corporation, or association."

V. AND/OR. Where the term "and/or" is used "and" shall apply where possible, otherwise "or" shall apply.

Section 2. THE SALE OF ADULTERATED, MISBRANDED, OR UNGRADED MILK OR MILK PRODUCTS PROHIBITED. No person shall within the City of Fort Wayne, Indiana, or its police jurisdiction, produce, sell, offer, or expose for sale, or have in possession with intent to sell, any milk or milk product which is adulterated, misbranded, or ungraded. It shall be unlawful for any person, elsewhere than in a private home, to have in possession any adulterated, misbranded, or ungraded milk or milk product.

Section 3. PERMITS. It shall be unlawful for any person to bring into or receive into the City of Fort Wayne, or its police jurisdiction, for sale, or to sell, or offer for sale therein, or to have in storage where milk or milk products are sold or served, any milk or milk product defined in this ordinance, who does not possess a permit from the health officer of the City of Fort Wayne.

Only a person who complies with the requirements of this ordinance shall be entitled to receive and retain such a permit.

Such a permit may be suspended by the health officer, or revoked after an opportunity for a hearing by the health officer, upon the violation by the holder of any of the terms of this ordinance.

Section 3a. APPLICATION FOR LICENSE. Application for licenses to operate a milk plant or plants for the sale of milk or milk products in the City of Fort Wayne shall be made to the Board of Health upon official forms furnished by said board. Such official forms shall show the name of the applicant, the location of his milk plant or plants and the location of the dairy farms which are sources of supply, and an agreement permitting the inspection of all premises from which milk is produced and handled, and any other information deemed necessary by the Board of Health. Only a person who complies with the requirements of this ordinance shallbe entitled to receive and retain such a license. No such application shall be approved unless the milk plant of the applicant is located in the City of Fort Wayne, or within four (4) miles of the limits thereof, so that the inspection by the Board of Health from time to time may be practicable. The Board of Health may grant or deny an application within thirty (30) days from the date of such application. If the Board of Health grants such application, it shall be the duty of the Controller of such city to issue a license to such applicant upon the payment of the fees provided elsewhere in this ordinance.

Section 3b. FEES. Each applicant for a license under this ordinance shall pay for each milk plant and one delivery vehicle the sum of twenty-five ($25.00) dollars per year and for each additional delivery vehicle the sum of ten ($10.00) dollars per year. The fee for a license issued on or after August 1 of any year shall be one-half the annual fee. All license fees shall be paid on or before the

first day of February each year. All licenses shall expire December 31 of the year for which they were issued.

Section 3c. REVOCATION OF LICENSES. Licenses issued by the City Controller may be suspended or revoked by the health officer after an opportunity for a hearing by the health officer. Licenses to sell milk or milk products are granted by the Board of Health subject to the following conditions:

a. Wilful or continuous violation of the provisions of this ordinance may result in the permanent revocation of the license.

b. Licenses are not transferable. A license is issued to a particular person and no other person is authorized and empowered to sell milk or milk products under or by virtue of its terms.

c. The bringing into the City of Fort Wayne, Indiana, or sale in said city of milk or milk products from unapproved or excluded sources of supply by the person to whom the license is granted may result in the permanent revocation of such license.

Section 4. LABELING AND PLACARDING. All bottles, cans, packages, and other containers enclosing milk or any milk product defined in this ordinance shall be plainly labeled or marked with (1) the name of the contents as given in the definitions in this ordinance; (2) the grade of the contents; (3) the word "pasteurized" only if the contents have been pasteurized; (4) the word "raw" only if the contents are raw; (5) the phrase "for pasteurization" if the contents are to be pasteurized; (6) the name of the producer if the contents are raw and the name of the plant at which the contents were pasteurized if the contents are pasteurized; and (7) in the case of vitamin D milk, the designation "Vitamin D Milk" and the source of the vitamin D. The label or mark shall be in letters of a size, kind, and color approved by the health officer and shall contain no marks or words which are misleading.

Every restaurant, cafe, soda fountain, or other establishment serving milk or milk products shall display at all times, in a place designated by the health officer, a notice approved by the health officer, stating the lowest grade of milk and/or milk products served.

Section 5. INSPECTION OF DAIRY FARMS AND MILK PLANTS FOR THE PURPOSE OF GRADING OR REGRADING. At least once during each grading period the health officer shall inspect all dairy farms and all milk plants whose milk or milk products are intended for consumption within the City of Fort Wayne, or its police jurisdiction. In case the health officer discovers the violation of any item of sanitation, he shall make a second inspection after a lapse of such time as he deems necessary for the defect to be remedied, but not before the lapse of 3 days; and the second inspection shall be used in determining the grade of milk and/or milk products. Any violation of the same item of this ordinance on two consecutive inspections shall call for immediate degrading.

One copy of the inspection report shall be posted by the health officer in a conspicuous place upon an inside wall of one of the dairy farm or milk plant buildings, and said inspection report shall not be defaced or removed by any person except the health officer. Another copy of the inspection report shall be filed with the records of the health department.

Section 6. THE EXAMINATION OF MILK AND MILK PRODUCTS. During each grading

period at least four samples of milk and cream from each dairy farm and each milk plant shall be taken on separate days and examined by the health officer. Samples of other milk products may be taken and examined by the health officer as often as he deems necessary. Samples of milk and milk products from stores, cafes, soda fountains, restaurants, and other places where milk or milk products are sold shall be examined as often as the health officer may require. Bacterial plate counts and direct microscopic counts shall be made in conformity with the regulations of the Board of Health. Examinations may include such other chemical and physical determinations as the health officer may deem necessary for the detection of adulteration. Samples may be taken by the health officer at any time prior to the final delivery of the milk or milk products. All proprietors of stores, cafes, restaurants, soda fountains, and other similar places shall furnish the health officer upon his request, with the names of all distributors from whom their milk and milk products are obtained. Bio-assays of the vitamin D content of vitamin D milk shall be made when required by the health officer in a laboratory approved by him for such examinations.

Whenever the average bacterial count, the average reduction time, or the average cooling temperature falls beyond the limit for the grade then held, the health officer shall send written notice thereof to the person concerned, and shall take an additional sample, but not before the lapse of 3 days, for determining a new average in accordance with section 1 (S). Violation of the grade requirement by the new average or by any subsequent average during the remainder of the current grading period shall call for immediate degrading or suspension of the permit, unless the last individual result is within the grade limit.

Section 7. THE GRADING OF MILK AND MILK PRODUCTS. At least once every 6 months the health officer shall announce the grades of all milk and milk products delivered by all producers or distributors and ultimately consumed within the City of Fort Wayne, or its police jurisdiction. Said grades shall be based upon the following standards, the grading of milk products being identical with the grading of milk except that the bacterial standards shall be doubled in the case of cream, and omitted in the case of sour cream and buttermilk. Vitamin D milk shall be only of certified, grade A pasteurized, or grade A raw quality.

CERTIFIED MILK-RAW. Certified milk-raw is raw milk which conforms with the requirements of the American Association of Medical Milk Commissions in force at the time of production and is produced under the supervision of a medical milk commission and of the State Board of Health or of the city health officer of Fort Wayne.

GRADE A RAW MILK. Grade A raw milk is raw milk to be pasteurized, the average bacterial plate count of which as determined under sections 1 (S) and 6 of this ordinance does not exceed 200,000 per cubic centimeter, or the average direct microscopic count of which does not exceed 200,000 per cubic centimeter if clumps are counted, or 800,000 per cubic centimeter if individual organisms are counted, or the average reduction time of which is not less than 6 hours; and which is produced upon dairy farms conforming with all of the following items of sanitation.

ITEM 1r. COW TUBERCULOSIS AND OTHER DISEASES. Except as provided hereinafter, a tuberculin test of all herds and additions thereto shall be made before any milk therefrom is sold, and at least once every 12 months thereafter, by a

licensed veterinarian approved by the State live stock sanitary authority. Said tests shall be made and reactors disposed of in accordance with the requirements approved by the United States Department of Agriculture, Bureau of Animal Industry, for accredited herds. A certificate signed by the veterinarian or attested to by the health officer and filed with the health officer shall be evidence of the above test.

Cows which show an extensive or entire induration of one or more quarters of the udder upon physical examination, whether secreting abnormal milk or not, shall be permanently excluded from the milking herd. Cows giving bloody, stringy, or otherwise abnormal milk, but with only slight induration of the udder, shall be excluded from the herd until re-examination shows that the milk has become normal.

For other diseases such tests and examinations as the health officer may require shall be made at intervals and by methods prescribed by him, and any diseased animals or reactors shall be disposed of as he may require.

ITEM 2r. DAIRY BARN, LIGHTING. A dairy or milking barn shall be required and in such sections thereof where cows are milked windows shall be provided and kept clean and so arranged as to insure adequate light properly distributed, and when necessary shall be provided with adequate supplementary artificial light.

ITEM 3r. DAIRY BARN, AIR SPACE AND VENTILATION. Such sections of all dairy barns where cows are kept or milked shall be well ventilated and shall be so arranged as to avoid overcrowding.

ITEM 4r. DAIRY BARN, FLOORS. The floors and gutters of such parts of all dairy barns in which cows are milked shall be constructed of concrete or other approved impervious and easily cleaned material, shall be graded to drain properly, and shall be kept clean and in good repair. No horses, pigs, fowl, calves, etc., shall be permitted in parts of the barn used for milking.

ITEM 5r. DAIRY BARN, WALLS AND CEILINGS. The walls and ceilings of all dairy barns shall be whitewashed once each year or painted once every 2 years, or oftener, if necessary, or finished in an approved manner, and shall be kept clean and in good repair. In case there is a second story above that part of the barn in which cows are milked, the ceiling shall be tight. If the feed room adjoins the milking space, it shall be separated therefrom by a dust-tight partition and door. No feed shall be stored in the milking portion of the barn.

ITEM 6r. DAIRY BARN, COWYARD. All cowyards shall be graded and drained as well as practicable and kept clean.

ITEM 7r. MANURE DISPOSAL. All manure shall be removed and stored or disposed of in such manner as best to prevent the breeding of flies therein or the access of cows to piles thereof.

ITEM 8r. MILK HOUSE OR ROOM, CONSTRUCTION. There shall be provided a milk house or milk room in which the cooling, handling, and storing of milk and milk products and the washing, bactericidal treatment, and storing of milk containers and utensils shall be done. (a) The milk house or room shall be provided with a tight floor constructed of concrete or other impervious material, in good repair, and graded to provide proper drainage. (b) It shall have walls and ceilings of such construction as to permit easy cleaning, and shall be well painted or finished in an approved manner. (c) It shall be well lighted and ventilated. (d) It shall have all openings effectively screened including outward-opening, self-closing doors, unless other effective means are provided

to prevent the entrance of flies. (e) It shall be used for no other purposes than those specified above except as may be approved by the health officer; shall not open directly into a stable or into any room used for domestic purposes; shall have water piped into it; shall be provided with adequate facilities for the heating of water for the cleaning of utensils; shall be equipped with two-compartment stationary wash and rinse vats.

ITEM 9r. MILK HOUSE OR ROOM, CLEANLINESS AND FLIES. The floors, walls, ceilings, and equipment of the milk house or room shall be kept clean at all times. All means necessary for the elimination of flies shall be used.

ITEM 10r. TOILET. Every dairy farm shall be provided with one or more sanitary toilets conveniently located and properly constructed, operated, and maintained, so that the waste is inaccessible to flies and does not pollute the surface soil or contaminate any water supply.

ITEM 11r. WATER SUPPLY. The water supply for the milk room and dairy barn shall be properly located, constructed, and operated, and shall be easily accessible, adequate, and of a safe sanitary quality.

ITEM 12r. UTENSILS, CONSTRUCTION. All multi-use containers or other utensils used in the handling, storage, or transportation of milk or milk products must be made of smooth non-absorbent material and of such construction as to be easily cleaned, and must be in good repair. Joints and seams shall be soldered flush. Woven wire cloth shall not be used for straining milk. All milk pails shall be of a small-mouth design approved by the health officer. The manufacture, packing, transportation, and handling of single-service containers and container caps and covers shall be conducted in a sanitary manner.

ITEM 13r. UTENSILS, CLEANING. All multi-use containers, equipment, and other utensils used in the handling, storage, or transportation of milk and milk products must be thoroughly cleaned after each usage.

ITEM 14r. UTENSILS, BACTERICIDAL TREATMENT. All multi-use containers, equipment, and other utensils used in the handling, storage, or transporation of milk or milk products shall between each usage be subjected to an approved bactericidal process with steam, hot water, chlorine, or hot air.

ITEM 15r. UTENSILS, STORAGE. All containers and other utensils used in the handling, storage, or transportation of milk or milk products shall be stored so as not to become contaminated before being used.

ITEM 16r. UTENSILS, HANDLING. After bactericidal treatment no container or other milk or milk product utensil shall be handled in such manner as to permit any part of any person or his clothing to come in contact with any surface with which milk or milk products come in contact.

ITEM 17r. MILKING, UDDERS AND TEATS, ABNORMAL MILK. The udders and teats of milking cows shall be clean and rinsed with a bactericidal solution at the time of milking. Abnormal milk shall be kept out of the milk supply and shall be so handled and disposed of as to preclude the infection of the cows and the contamination of milk utensils.

/ITEM 18r. MILKING, FLANKS. The flanks, bellies, and tails of all milking cows shall be free from visible dirt at the time of milking./

ITEM 19r. MILKER'S HANDS. Milker's hands shall be clean, rinsed with a bactericidal solution, and dried with a clean towel immediately before milking and following any interruption in the milking operation. Wet-hand milking is prohibited. Convenient facilities shall be provided for the washing of milker's hands.

ITEM 20r. CLEAN CLOTHING. Milkers and milk handlers shall wear clean outer garments while milking or handling milk, milk products, containers, utensils, or equipment.

ITEM 21r. MILK STOOLS. Milk stools shall be kept clean.

ITEM 22r. REMOVAL OF MILK. Each pail of milk shall be removed immediately to the milk house or straining room. No milk shall be strained or poured in the dairy barn.

ITEM 23r. COOLING. Milk delivered to a milk plant or receiving station for pasteurization or separation must be delivered within 2 hours after completion of milking or cooled to 70 degrees F. or less and maintained at that average temperature until delivered, as defined in section 1 (S).

/ITEM 24r. BOTTLING AND CAPPING. Milk and milk products shall be bottled from a container with a readily cleanable valve, or by means of an approved bottling machine. Bottles shall be capped by machine. Caps or cap stock shall be purchased in sanitary containers and kept therein in a clean dry place until used.

Such person shall furnish such information, submit to such physical examinations, and submit such laboratory specimens as the health officer may require for the purpose of determining freedom from infection./

ITEM 26r. MISCELLANEOUS. All vehicles used for the transportation of milk or milk products shall be so constructed and operated as to protect their contents from the sun and from contamination. All vehicles used for the transportation of milk or milk products in their final delivery containers shall be constructed with permanent tops and with permanent or roll-down sides and back, provided that openings of the size necessary to pass the delivery man may be permitted in the sides or back for loading and unloading purposes. All vehicles shall be kept clean, and no substance capable of contaminating milk or milk products shall be transported with milk or milk products in such manner as to permit contamination.

The immediate surroundings of the dairy shall be kept in a neat, clean condition.

CERTIFIED MILK-PASTEURIZED. Certified milk-pasteurized is certified raw-milk which has been pasteurized, cooled, and bottled in a milk plant conforming with the requirements for grade a pasteurized milk.

GRADE A PASTEURIZED MILK. Grade A pasteurized milk is grade A raw milk, with such exceptions as are indicated if the milk is to be pasteurized, which has been pasteurized, cooled, and bottled in a milk plant conforming with all of the following items of sanitation and the average bacterial plate count of which at no time after pasteurization and until delivery exceeds 30,000 per cubic centimeter, as determined under sections 1 (S) and 6.

The grading of a pasteurized milk supply shall include the inspection of receiving and collecting stations with respect to items 1p to 15p, inclusive, and 17p, 19p, 22p, and 23p, except that the partitioning requirement of item 5p shall not apply.

ITEM 1p. FLOORS. The floors of all rooms in which milk or milk products are

handled or stored or in which milk utensils are washed shall be constructed of concrete or other equally impervious and easily cleaned material and shall be smooth, properly drained, provided with trapped drains, and kept clean.

ITEM 2p. WALLS AND CEILINGS. Walls and ceilings of rooms in which milk or milk products are handled or stored or in which milk utensils are washed shall have a smooth, washable, light-colored surface and shall be kept clean.

ITEM 3p. DOORS AND WINDOWS. Unless other effective means are provided to prevent the access of flies, all openings into the outer air shall be effectively screened and doors shall be self-closing.

ITEM 4p. LIGHTING AND VENTILATION. All rooms shall be well lighted and ventilated.

ITEM 5p. MISCELLANEOUS PROTECTION FROM CONTAMINATION. The various milk-plant operations shall be so located and conducted as to preventy any contamination of the milk or of the cleaned equipment. All means necessary for the elimination of flies shall be used. There shall be separate rooms for (a) the pasteurizing, processing, cooling, and bottling operations, and (b) the washing and bactericidal treatment of containers. Cans of raw milk shall not be [unloaded directly into the pasteurizing room. Pasteurized milk or milk products shall not be] permitted to come in contact with equipment with which unpasteurized milk or milk products have been in contact, unless such equipment has first been thoroughly cleaned and subjected to bactericidal treatment. Rooms in which milk, milk products, cleaned utensils, or containers are handled or stored shall not open directly into any stable or living quarters. The pasteurization plant shall be used for no other purposes than the processing of milk and milk products and the operations incident thereto, except as may be approved by the health officer.

ITEM 6p. TOILET FACILITIES. Every milk plant shall be provided with toilet facilities conforming with the ordinances of the city of Fort Wayne. Toilet rooms shall not open directly into any room in which milk, milk products, equipment, or containers are handled or stored. The doors of all toilet rooms shall be self-closing. Toilet rooms shall be kept in a clean condition, in good repair, and well ventilated. In case privies or earth closets are permitted and used, they shall be separate from the building and shall be of a sanitary type constructed and operated in conformity with the requirements of item 10r, grade A raw milk.

ITEM 7p. WATER SUPPLY. The water supply shall be easily accessible, adequate, and of a safe, sanitary quality.

ITEM 8p. HAND-WASHING FACILITIES. Convenient hand-washing facilities shall be provided, including warm running water, soap and approved sanitary towels. The use of a common towel is prohibited.

ITEM 9p. SANITARY PIPING. All piping used to conduct milk or milk products shall be "sanitary milk piping" of a type which can be easily cleaned with a brush. Pasteurized milk and milk products shall be conducted from one piece of equipment to another only through sanitary milk piping.

ITEM 10p. CONSTRUCTION AND REPAIR OF CONTAINERS AND EQUIPMENT. All multi-use containers and equipment with which milk or milk products come in contact shall be constructed in such a manner as to be easily cleaned and shall be kept in good repair. The manufacture, packing, transportation, and handling of single service containers and

container caps and covers shall be conducted in a sanitary manner.

ITEM 11p. DISPOSAL OF WASTES. All wastes shall be properly disposed of.

ITEM 12p. CLEANING AND BACTERICIDAL TREATMENT OF CONTAINERS AND EQUIPMENT. All milk and milk products containers and equipment, except single-service containers, shall be thoroughly cleaned after each usage. All containers shall be subjected to an approved bactericidal process after each cleaning and all equipment immediately before each usage. When empty and before being returned to a producer by a milk plant, each container shall be effectively cleaned and subjected to bactericidal treatment.

ITEM 13p. STORAGE OF CONTAINERS AND EQUIPMENT. After bactericidal treatment all bottles, cans, and other multi-use milk or milk-products containers and equipment shall be stored in such manner as to be protected from contamination.

ITEM 14p. HANDLING OF CONTAINERS AND EQUIPMENT. Between bactericidal treatment and usage, and during usage, containers and equipment shall not be handled or operated in such manner as to permit contamination of the milk.

ITEM 15p. STORAGE OF CAPS, PARCHMENT PAPER, AND SINGLE-SERVICE CONTAINERS. Milk-bottle caps of cap stock, parchment paper for milk cans, and single-service containers shall be purchased and stored only in sanitary tubes and cartons, respectively, and shall be kept therein in a clean dry place.

ITEM 16p. PASTEURIZATION. Pasteurization shall be performed as described in section 1 (L) of this ordinance.

/ITEM 17p. COOLING. All milk and milk products received for pasteurization shall immediately be cooled in approved equipment to /50 degrees F. or less and maintained at that temperature until pasteurized, unless they are to be pasteurized within 2 hours after receipt; and all pasteurized milk and milk products shall be immediately cooled in approved equipment to an average temperature/ of 50 degrees F. or less, as defined in section 1 (S), and maintained thereat until delivery.

ITEM 18p. BOTTLING. Bottling of milk and milk products shall be done at the place of pasteurization in approved mechanical equipment.

ITEM 19p. OVERFLOW MILK. Overflow milk or milk products shall not be sold for human consumption.

ITEM 20p. CAPPING. Capping of milk and milk products shall be done by approved mechanical equipment. Hand capping is prohibited. The cap or cover shall cover the pouring lip to at least its largest diameter.

ITEM 21p. PERSONNEL, HEALTH. The health officer or a physician authorized by him shall examine and take a careful morbidity history of every person connected with a pasteurization plant, or about to be employed, whose work beings him in contact with the production, handling, storage, or transportation of milk, milk products, containers, or equipment. If such examination or history suggests that such person may be a carrier of or infected with the organisms of typhoid or paratyphoid fever or any other communicable diseases likely to be transmitted through milk, he shall secure appropriate specimens of body discharges and cause them to be examined in a laboratory approved by him or by the State health authorities for such examinations, and if the results justify such person shall be barred from such employment.

Such persons shall furnish such information, submit to such physical examinations, and submit such laboratory specimens as the health officer may require for the purpose of determining freedom from infection.

ITEM 22p. PERSONNEL, CLEANLINESS. All persons coming in contact with milk, milk products, containers, or equipment shall wear clean outer garments and shall keep their hands clean at all times while thus engaged.

ITEM 23p. MISCELLANEOUS. All vehicles used for the transportation of milk or milk products shall be so constructed and operated as to protect their contents from the sun and from contamination. All vehicles used for the transportation of milk or milk products in their final delivery containers shall be constructed with permanent tops and with permanent or roll-down sides and back, provided that openings of the size necessary to pass the delivery man may be permitted in the sides or back for loading and unloading purposes. All vehicles shall be kept clean, and no substance capable of contaminating milk or milk products shall be transported with milk or milk products in such manner as to permit contamination. All vehicles used for the distribution of milk or milk products shall have the name of the distributor prominently displayed.

It shall be unlawful for any person to deliver or cause to be delivered in the City of Fort Wayne any milk or milk products in any vehicle or conveyance that is not identified by a metal identification plate, bearing the stamped legend, "Licensed Dairy Vehicle, City of Fort Wayne, Indiana, Year_____" clearly and conspicuously displayed on the rear end of each delivery vehicle. Such plates shall measure not less than 5 inches by 8 inches and shallbe of a color wherein the legend and bakground are in opposition to the color of the automobile license plate for the current year;/and/such plates shall be furnished without charge by the Board of Health, upon the receipt of the meat and milk license fee for the current year by the Controller for each vehicle or conveyance noted on the license permit.

The delivery by any person of any milk or milk products at any hour other than that between 5 o'clock A. M. and 9 o'clock P. M. shall be unlawful except delivery of such milk or milk products to any establishment recognized as a public eating and/or drinking place. The hours named herein shall mean standard time or daylight saving time as may be in current use in the city of Fort Wayne.

The immediate surroundings of the milk plant shall be kept in a neat, clean condition.

GRADE B PASTEURIZED MILK. Grade B pasteurized milk is pateurized milk which violates the bacterial standard for grade A pasteurized milk and/or the provision of lip-cover caps of item 20p and/or the requirement that grade A raw milk be used, but which conforms with all other requirements for grade A pasteurized milk, has been made from raw milk of not less than grade B quality, and has an average bacterial plate count after pasteurization and before delivery not exceeding 50,000 per cubic centimeter, as determined under sections 1 (S) and 6.

GRADE C. PASTEURIZED MILK. Grade C pasteurized milk is pasteurized milk which violates any of the requirements for grade B pasteurized milk.

Section 8. GRADE OF MILK AND MILK PRODUCTS WHICH MAY BE SOLD. From and after 12 months from the date on which this ordinance takes effect no milk or milk products shall be sold to the final consumer or to restaurants, soda fountains, grocery stores, or similar establishments except certified pasteurized and grade A pasteurized milk; provided, that when any milk distributor fails to qualify for one of the above grades the health officer is authorized to revoke his permit, or in lieu thereof to degrade his product and permit its sale during a temporary period not exceeding

30 days or in emergencies such longer period as he may deem necessary. Provided, further, that during the twelve months waiting period provided for herein, no milk or milk products shall be sold in the City of Fort Wayne, which do not comply with the requirements as set out in General Ordinance No. 1092 and amendments thereto, of the city of Fort Wayne.

Section 9. SUPPLEMENTARY GRADING PRESCRIBED AND REGRADING AUTHORIZED. If, at any time between the regular announcements of the grades of milk or milk products, a lower grade shall become justified, in accordance with sections 5, 6, and 7 of this ordinance, the health officer shall immediately lower the grade of such milk or milk products, and shall enforce proper labeling and placarding thereof.

Any producer or distributor of milk or milk products the grade of which has been lowered by the health officer, and who is properly labeling his milk and milk products, may at any time make application for the regrading of his product.

Upon receipt of a satisfactory application, in case the lowered grade is the result of an excessive average bacterial plate count, direct microscopic count, reduction time, or cooling temperature, the health officer shall take further samples of the applicant's output, at a rate of not more than two samples per week. The health officer shall regrade the milk or milk products upward whenever the average of the last four sample results indicates the necessary quality, but not before the lapse of 2 weeks from the date of degrading.

In case the lowered grade of the applicant's product is due to a violation of an item of the spcifications prescribed in section 7, other than average bacterial plate count, direct microscopic count, reduction time, or cooling temperature, the said application must be accompanied by a statement signed by the applicant to the effect that the violated item of the specifications has been conformed with. Within 1 week of the receipt of such an application and statement the health officer shall make a reinspection of the applicant's establishment and thereafter as many additional reinspections as he may deem necessary to assure himself that the applicant is again complying with the higher grade requirements, and, in case the findings justify, shall regrade the milk or milk products upward, but not before the lapse of 2 weeks from the date of degrading.

Section 10. TRANSFERRING OR DIPPING MILK: DELIVERY CONTAINERS: HANDLING OF MORE THAN ONE GRADE: DELIVERY OF MILK AT QUARANTINED RESIDENCES. Except as permitted in this section, no milk producer or distributor shall transfer milk or milk products from one container to another on the street, or in any vehicle or store, or in any place except a bottling or milk room especially used for that purpose. The sale of dip milk is hereby prohibited.

All pasteurized milk and milk products shall be placed in their final delivery containers in the plant in which they are pasteurized, and all raw milk and milk products sold for consumption in the raw state shal be placed in their final delivery containers at the farm at which they are produced. Milk and milk products sold in the distributor's containers in quantities less than 1 gallon shall be delivered in standard milk bottles or in single-service containers. It shall be unlawful for hotels, soda fountains, restaurants, groceries, and similar establishments to sell or serve any milk or milk product except in the original container in which it was received from the distributor or from a bulk container equipped with an approved dispensing device;

provided, that this requirement shall not apply to cream consumed on the premises, which may be served from the original bottle or from a dispenser approved for such service.

It shall be unlawful for any hotel, soda fountain, restaurant, grocer, or similar establishment to sell or serve any milk or milk products which have not been maintained, while in its possession, at a temperature of 50 degrees F. or less.

No milk or milk products shall be permitted to come in contact with equipment with which a lower grade of milk or milk products has been in contact unless such equipment has first been thoroughly cleaned and subjected to bactericidal treatment.

Bottled milk or milk products, if stored in water, shall be so stored that the tops of the bottles will not be submerged.

It shall be the duty of all persons to whom milk or milk products are delivered to clean thoroughly the containers in which such milk or milk products are delivered before returning such containers. Apparatus, containers, equipment, and utensils used in the handling, storage, processing, or transporting of milk or milk products shall not be used for any other purpose without the permission of the health officer.

The delivery of milk or milk products to and the collection of milk or milk products containers from residences in which cases of communicable disease transmissible through milk supplies exist shall be subject to the special requirements of the health officer.

Section 11. MILK AND MILK PRODUCTS FROM POINTS BEYOND THE LIMITS OF ROUTINE INSPECTION. Milk and milk products from points beyond the limits of routine inspection of the city of Fort Wayne may not be sold in the city of Fort Wayne, or its police jurisdiction, unless produced and/or pasteurized under provisions equivalent to the requirements of this ordinance: Provided, that the health officer shall satisfy himself that the health officer having jurisdiction over the production and processing is properly enforcing such provisions.

Section 12. FUTURE DAIRIES AND MILK PLANTS. All dairies and milk plants from which milk or milk products are supplied to the city of Fort Wayne which are hereafter constructed, reconstructed, or extensively altered shall conform in their construction to the requirements of this ordinance for grade A dairy farms producing milk for consumption in the raw state, or for grade A pasteurization plants, respectively, Provided, That the requirement of a two-room milk house shall be waived in the case of dairies the milk from which /is to be pasteurized. Properly prepared plans for all dairies and milk plants which/ are hereafter constructed, reconstructed, or extensively altered shall be submitted to the health officer for approval before work is begun. In the case of milk plants signed approval shall be obtained from the health officer and/or the State health department.

Section 13. NOTIFICATION OF DISEASE. Notice shall be sent to the health officer immediately by any producer or distributor of milk or milk products upon whose dairy farm or in whose milk plant any infectious, contagious, or communicable disease occurs.

Section 14. PROCEDURE WHEN INFECTION SUSPECTED. When suspicion arises as

to the possibility of transmission of infection from any person concerned with the handling of milk or milk products, the health officer is authorized to require any or all of the following measures: (1) the immediate exclusion of that person from milk handling, (2) the immediate exclusion of the milk supply concerned from distribution and use, (3) adequate medical and bacteriological examination of the person, of his associates, and of his or their body discharges.

Section 15. ENFORCEMENT INTERPRETATION. This ordinance shall be enforced by the health officer in accordance with the interpretations thereof contained in the 1939 edition of the United States Public Health Service Milk Code, a certified copy of which shall be on file in the city clerk's office.

Section 16. PENALTY. Any person who shall violate any provision of this ordinance shall be fined any sum not exceeding one hundred ($100.00) dollars. Each and every violation of the provisions of this ordinance shall constitute a separate offense.

Section 17. UNCONSTITUTIONALITY CLAUSE. Should any section, paragraph, sentence, clause, or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 18. REPEAL AND DATE OF EFFECT. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed; and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

FRANK W. KING JR.

(Ayes---9; Nays---none.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12th day of August, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2043.

BEN F. BENNETT
President.

LEONARD H. ELLENWOOD
City Clerk.

Presented to the Mayor for approval on the 14 day of August 1941.

LEONARD H. ELLENWOOD
City Clerk.

Approved this 16th day of August 1941.

H. W. BAALS
Mayor.

GENERAL ORDINANCE NO. 2044

An Ordinance fixing the tax levy for City purposes for the year 1942.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of sixty-two cents (.62) upon each One Hundred Dolars of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be and the same is hereby made for the year 1942, same to be divided as follows:

General Fund -	$ .408
Sinking Fund -	.03
Police Pension Fund - - - - - - - - - - - - - - - - - -	.03
Firemen's Pension Fund - - - - - - - - - - - - - - - -	.025
River Improvement & Flood Prevention - - - - - - - -	.005

Fort Wayne Art School - - - - - - - - - - - - - - - - -	$	.002
City Plan & Zoning - - - - - - - - - - - - - - - - - - -		.002
Aviation -		.015
Park General -		.075
Park Playground & Recreation - - - - - - - - - - - - -		.015
Park Tree Preservation - - - - - - - - - - - - - - - -		.008
North Side Track Elevation - - - - - - - - - - - - - -		.005
TOTAL LEVY:	$	.62

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of two dollars ($2.00) during said year 1942.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL

(Ayes---9, Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of August 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2044.

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of August 1941.

LEONARD H. ELLENWOOD
City Clerk

Approved this _____ day of August 1941.

H. W. BAALS
Mayor

GENERAL ORDINANCE NO. 2045.

AN ORDINANCE annexing and making a part of the city limits of the City of Fort Wayne, Indiana, the Ten (10) feet East of the West property line as now established of Randallia Drive from the South property line of State Boulevard to the North property line of Lake Avenue.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following described territory is hereby annexed and made a part of the city limits of the City of Fort Wayne, Indiana, and the same shall and hereby is considered a part thereof, to-wit:

The Ten (10) feet East of the West property line, as now established, of Randallia Drive from the South property line of State Boulevard to the North property line of Lake Avenue.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication.

ARNO C. SPIEGEL.

434 (Ayes---9, Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26th day of August 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 2045.

BEN F. BENNETT
President

LEONARD H. ELLENWOOD
City Clerk

Presented to the Mayor for approval on the 28th day of August 1941.

LEONARD H. ELLENWOOD
City Clerk.

Approved this _____ day of August 1941.

H. W. BAALS
Mayor

GENERAL ORDINANCE NUMBER 2046.

AN ORDINANCE APPROVING A CONTRACT WITH INDIANA SERVICE CORPORATION.

WHEREAS, heretofore, to-wit: On the 11th day of August 1941 the City of Fort Wayne, by and through its Board of Public Works, entered into the following contract with Indiana Service Corporation, an Indiana Corporation, to-wit:

THIS AGREEMENT made and entered into this 11 day of August 1941, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the county of Allen, and state of Indiana, acting by and through its duly authorized Board of Public Works, party of the first part, and Indiana Service Corporation (hereinafter called the "Corporation"), an Indiana corporation, party of the second part, WITNESSETH:

WHEREAS, the Corporation operates the local passenger transportation system in the City of Fort Wayne by means of street cars, trackless trolley coaches equipped with rubber tires and operated without rails by means of electricity from overhead trolley wires (hereinafter referred to as "trolley coaches") and motor buses; and

WHEREAS, the City, by agreement, dated October 30, 1939, between it and the Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, granted to the Corporation the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches on certain streets and public places as therein specified and motor buses on certain streets and public places as therein specified and consented to the abandonment of passenger transportation service by street cars on certain streets and public places as therein specified; and

WHEREAS, the Corporation, subsequent to the approval and confirmation of said agreement dated October 30, 1939 by the Common Council of the City, modified and increased the Corporation's motor bus service theretofore rendered by reason of a change of motor bus routes and a substitution of motor buses for street cars on certain portions of its said local transportation system which had the lighter passenger traffic; and

WHEREAS, the Corporation on July 7, 1940 began, and has continued, the operation of trolley coaches, to replace street cars, on certain portions of its said local transportation system which had the heavier passenger traffic, and such operation has been satisfactory and has received favorable public acceptance, and

WHEREAS, the Corporation, upon obtaining approval of the necessary regulatory authorities, proposes to replace its remaining street cars with trolley coaches and to make certain extensions to its motor bus operation, so as to provide the public with a unified, modern, rapid and convenient passenger transportation service throughout the City of Fort Wayne; and

WHEREAS, the Corporation has requested the City to grant to the Corporation the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches on the streets and public places as hereinafter in Section 1 specified and motor buses on the streets and public places as hereinafter in Section 4 specified all upon the terms, provisions and conditions hereinafter contained (being similar to those contained in the said agreement between the City and the Corporation dated October 30, 1939):

NOW, THEREFORE, for and in consideration of the premises and the mutual covenan
-ts

and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets	
Williams Street	Calhoun Street	and Lafayette Street
Lafayette Street	Williams Street	and Buchanan Street
Buchanan Street	Lafayette Street	and John Street
Washington Boulevard	Wabash Avenue	and Glasgow Avenue
Glasgow Avenue	Washington Boulevard	and Maumee Avenue
Washington Boulevard	Calhoun Street	and Harmar Street
Pontiac Street	Calhoun Street	and Bueter Road
Warsaw Street	Pontiac Street	and Oxford Street
Oxford Street	Warsaw Street	and Anthony Boulevard
Anthony Boulevard	Oxford Street	and Rudisill Boulevard
Rudisill Boulevard	Anthony Boulevard	and Smith Street
Smith Street	Rudisill Boulevard	and Oxford Street
South Wayne Avenue	Creighton Avenue	and Sherwood Terrace
Broadway	Creighton Avenue	and Entrance to Foster Park (Approx.opposite Foster Parkway and Lindenwood Cemetery Entrance
Main Street	Broadway	
Superior Street	Calhoun Street	and Wells Street
Wells Street	Superior Street	and Huffman Street
Huffman Street	Wells Street	and Franklin Avenue
Franklin Avenue	Huffman Street	and Third Street
Third Street	Franklin Avenue	and Runnion Avenue
Spring Street	Franklin Avenue	and Runnion Avenue
Runnion Avenue	Spring Street	and Third Street
Baker Street	Calhoun Street	and Loop west of Clinton Street
Randolph Street	Spy Run Avenue	and Corporation's Spy Run Plant

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trolley coaches of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the operation and conduct of the trolley coaches in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

It is expressly understood and agreed that the Corporation shall not locate and construct the aforementioned apparatus, fixtures, appliances and equipment on said South Wayne Avenue, south of that point thereon which is one hundred eighty-five (185) ft. south of the south line of Maxine Drive in said City, and shall not locate, conduct, operate and maintain trolley coaches on said South Wayne Avenue south of said point, unless and until it shall have received a written permit from the said Board of Public Works so

to do, and upon the Corporation receiving such permit, it shall then have full right, power and authority to locate, conduct, operate and maintain trolley coaches on said South Wayne Avenue south of said point to the south line of Sherwood Terrace, and to locate, construct, erect, operate, maintain, repair and renew all apparatus, fixtures, appliances and equipment necessary or useful for the operation and conduct of trolley coaches in, over, upon and along said portion of said South Wayne Avenue, all upon the terms, provisions and conditions in this agreement contained.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the streets and public places as in Section 1 hereof specified in the operation of its trolley coaches, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trolley coaches, an amount equal to, and based on the rate of Four hundred seventeen dollars and sixty-six cents ($417.66) per annum for each mile of said streets and public places as in Section 1 hereof specified on which the Corporation shall operate trolley coaches without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trolley coaches, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of said streets and public places on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trolley coaches (excluding, however, all such streets and public places where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trolley coaches); (2) the aggregate number of miles of said streets and public places on which the Corporation shall have operated its trolley coaches during such six (6) months' period, to be determined by adding together the number of miles of said streets and public places shown by said report for each and every day of such period; (3) the average number of miles of said streets and public places on which the Corporation shall have operated its trolley coaches during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether trolley coaches are operated in each and every day of such period; and (4) the amount due for suxh six (6) months' period, to be determined by multiplying the said average number of miles for such period by Two hundred eight dollars and eighty-three cents ($208.83).

The Corporation, concurrently with the making and filing of said report, shall pay (unless entitled to a credit as hereinafter in this paragraph provided), to the Controller of the City the amount shown by said report to be due to the City

COPIED

for such six (6) months' period. All amounts of money paid by the Corporation to the City under and pursuant to Section 2 of this agreement, dated October 30, 1939, at any time and from time to time after the date hereof, shall be received, placed and held by the City in a special, separate and specific fund called "Trolley Coach Street Maintenance Fund" and shall be used and applied at any time and from time to time by the City for the purpose (and for no other purpose) of the maintenance and repair of the streets and other public places in the City of Fort Wayne upon which the Corporation is then operating trolley coaches under and pursuant to this agreement or said agreement, dated October 30, 1939, upon the following conditions, namely, to-wit:

(a) Whenever in the opinion of the city engineer of the City and concurred in by the Corporation's transportation engineer (or concurred in by an independent engineer selected by the Corporation and approved by the City in the event the Corporation's engineer fails or refuses to concur within fifteen days after the City's request so to do) it is necessary or expedient to maintain and/or repair the streets and other public places, or any part or parts thereof, upon which the Corporation is then operating its trolley coaches under and pursuant to this agreement or said agreement, dated October 30, 1939, the City shall proceed to carry out and make such repairs in accordance with the directions and instructions of its engineer, concurred in and approved by the Corporation's engineer (or by an independent engineer selected as aforesaid if the Corporation's engineer fails or refuses to concur), and upon the completion of such maintenance and repair, the total cost thereof shall be paid by the City out of the aforesaid Trolley Coach Street Maintenance Fund.

(b) All moneys remaining in the Trolley Coach Street Maintenance Fund on the termination of the period commencing on the date hereof and ending on October 30, 1949, and on the termination of each and every ten (10) year period thereafter shall be credited and applied on the franchise fees first payable by the Corporation, under and in accordance with this Section 2, in the ten year period next succeeding, and shall remain in the Trolley Coach Street Maintenance Fund to be used and applied for the maintenance and repair in such succeeding ten year period upon the conditions as in Subdivision (a) of this paragraph of Section 2 provided, of the streets and other public places in the said City of Fort Wayne, upon which the Corporation is then operating trolley coaches as aforesaid, and the Corporation shall not be required to pay any further money to the City as and for its franchise fees in such succeeding ten year period as heretofore in this Section 2 provided until such credit has been entirely exhausted.

(c) If and when this agreement shall terminate with respect to trolley coaches, the City shall return and pay to the /Corporation all moneys then in the Trolley Coach Street Maintenance Fund, after deducting therefrom all moneys due from the Corporation to the City under this agreement or said agreement, dated October 30, 1939./

On the termination of the period commencing on the date hereof and ending on October 30, 1949, and on the termination of each and every ten (10) year period thereafter, either party herto may, upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period, request a revision of the franchise fee for trolley coaches, and thereupon the parties hereto shall meet and aggree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect, shall be paid by the Corporation, and shall be held and applied by the City as provided in the paragraph immediately preceding (including Subdivisions

(a), (b) and (c) thereof until any other or further franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee so revised7(shall be paid by the Corporation and shall be held and applied by the City as provided in the paragraph immediately preceding (including Subdivisions (a), (b) and (c) thereof). In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trolley coaches to become effective and remain in force and effect for the ten (10) year period immediately following the period in which the aforesaid notice was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees so determined by such board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the paragraph immediately preceding (including) Subdivisions (a), (b) and (c) thereof). The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.Z

In case the Corporation shall default in making the aforesaid payment of franchise fees, and such default shall continue for sixty (60) days, the City shall have the right, at the election, to terminate this agreement with respect to trolley coaches, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Section 3. The Corporation, in addition to the amounts provided to be paid by it under Section 2 hereof, shall pay to the City Six Thousand Three Hundred Dollars ($6,300) upon its request and Four Thousand Forty Dollars ($4,040) upon the date of the commencement of trolley coach service upon the streets and other public places mentioned in Section 1 hereof and a like amount of Four Thousand Forty Dollars ($4,040), one, two, three and four years respectively, thereafter. All of such money so paid by the Corporation to the City shall be received, placed and held by the City in a special, separate and specific fund called "Trolley Coach Street Renewal Fund" and shall be used and applied at any time and from time to time by the City for the purpose (and for no other purpose) of reconstructing and renewing the streets and other public places in the City of Fort Wayne upon which the Corporation is then operating trolley coaches under and pursuant to this agreement or said agreement, dated October 30, 1939.

Section 4. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the said City of Fort Wayne, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets	
Taylor Street	Townsend Street	and Ardmore Avenue

Stophlet Street		Nelson Street	and Riedmiller Avenue
Riedmiller Avenue		Taylor Street	and Stophlet Street

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them, as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 4 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights, which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the streets and public places as in this Section 4 named.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the said City of Fort Wayne, as follows, to-wit:

On the Following Named Streets	Between the Following Named Streets	
Pontiac Street	Calhoun Street	and Private Right of Way east of Wayne Trace
Fenker Street	Private Right of Way	and Raymond Avenue
Raymond Avenue	Fenker Street	and Private Right of Way (opposite Shady Brook Drive)
Redwood Avenue	Raymond Avenue	and Felician Street
Felician Street	Redwood Avenue	and Private Right of Way
Warsaw Street	Pontiac Street	and Oxford Street
Oxford Street	Warsaw Street	and Anthony Boulevard
South Wayne Avenue	Creighton Avenue	and Point south of Maxine Drive
Broadway	Main Street	and Rudisill Boulevard
Main Street	Clinton Street	and Leesburg Road
Superior Street	Spy RunAvenue	and Wells Street
Wells Street	Superior Street	and Huffman Street
Huffman Street	Wells Street	and Franklin Avenue
Franklin Avenue	Huffman Street	and Third Street
Third Street	Franklin Avenue	and Runnion Avenue
Spy Run Avenue	Superior Street	and State Boulevard
Randolph Street	Spy Run Avenue	and Corporation's Spy Run Plant
Creighton Avenue	Broadway	and Calhoun Street
Calhoun Street	Superior Street	and Pontiac Street
Clinton Street	Main Street	and Columbia Street
Harrison Street	Main Street	and Columbia Street
Columbia Street	Clinton Street	and Harrison Street

upon commencement of service rendered by trolley coaches over the routes to be substituted therefor in, upon and along certain of the streets and public places as named in Section 1 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. In the installation, maintenance, renewal and repair of the poles,

supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trolley coaches to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trolley coach system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 7. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trolley coaches or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 8. The Corporation shall keep the trolley coaches and motor buses clean, properly ventilated and heated, provided with comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trolley coach and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front and thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trolley coach system and motor bus system shall furnish reasonably adequate service and facilities.

Section 9. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trolley coach system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for by this agreement shall supplement, and be in addition to, all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trolley coach system and/or motor bus

system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate in duration or shall be annulled or become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after October 30, 1943.

Section 10. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation together with their appurtenances, in the streets and public places named in Section 5 hereof as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street or public place so as to conform in condition and type of improvement to the portion of such street or public place on either side thereof; provided, however, that on all paved streets which at any time or times in the future shall be restored under and in accordance with this Section 10 or Section 11 of said agreement, dated October 30, 1939, and which do not have a brick type of pavement, the Corporation will make such restorations with a concrete type of pavement, and that on al paved streets which at any time or times in the future shall be restored under and in accordance with this Section 10 or Section 11 of said agreement, dated October 30, 1939, and which have a brick type of pavement, the Corporation will make such restorations with a brick type of pavement. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth (1/4) of the total mileage of rails to be removed and of the streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth (1/4) of the total mileage of rails to be removed and of streets to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year.

In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all other equipment, appurtenances and materials removed by the City.

Section 11. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

APPROVED AS TO FORM AND LEGALITY

CITY OF FORT WAYNE, INDIANA

By Walter E. Helmke, City Attorney

By Robert G. Beams
David Lewis
J. H. Johnson
Its Board of Public Works

(SEAL)

ATTEST:
Chas. F. Hen, Clerk
H. W. Baals, Mayor

INDIANA SERVICE CORPORATION
By Marshall Dale, President

(SEAL)

ATTEST:
James S. Clark, Asst. Secretary

WHEREAS, said contract has been duly submitted to the Board of Public Works of said City for its consideration and action there; now, therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract, dated the 11th day of August, 1941, made and entered into by and between the City of Fort Wayne, acting by and through the Board of Public Works of said City, party of the first part, and Indiana Service Corporation, an Indiana Corporation, party of the second part, be and the same is hereby, approved and confirmed, and the said Indiana Service Corporation, its successors and assigns are hereby granted the rights, privileges and authority in said contract set forth in accordance with the terms, provisions and conditions thereof.

Section 2. This ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Harry M. McMillen.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of August 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2046.

BEN F. BENNETT, President

LEONARD H. ELLENWOOD, City Clerk

Presented to the Mayor for approval on the 28th day of August 1941.

LEONARD H. ELLENWOOD, City Clerk

Approved this 3rd day of ~~August~~ September 1941.

H. W. BAALS, Mayor.

GENERAL ORDINANCE NO. 2047

AN ORDINANCE ratifying and approving a contract entered into on the 5th day of August, 1941, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and The Terminal Service Company.

WHEREAS, heretofore on the 5th day of August, 1941, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with The Terminal Service Company, which contract is in the following words and figures, to-wit:

THIS AGREEMENT, made and entered into in duplicate this 5th day of August 1941 by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the "CITY", and The Terminal Service Company, hereinafter referred to as the "CONTRACTOR", WITNESSETH:

Whereas the CITY and the CONTRACTOR previously on the 28th day of April, 1931, entered into a contract providing for the collection and disposal of garbage accumulating in the City of Fort Wayne; and

Whereas, said contract is about to expire on the fifteenth day of August, 1941; and

Whereas the CITY on the 7th day of June, 1941 and again on the 14th day of June, 1941, published a notice to bidders for the receiving of sealed bids or proposals to collect and dispose of garbage accumulating in the City of Fort Wayne for a period of ten years from the 15th day of August 1941 to the 15th day of August 1951 and

Whereas on the 15th day of June, 1941, the CITY received two sealed proposals and bids for the collection and disposal of garbage accumulating in the City of Fort Wayne, and

Whereas the CITY by and through its Board of Public Works, rejected said bids on the 1st day of July, 1941; and

Whereas, there is insufficient time to re-advertise for bids and award a contract so that the same can be consummated by the 15th day of August 1941; and

Whereas an emergency exists for the CITY to properly provide means of collecting and disposing of the garbage between the 15th day of August 1941 (?) until such time as proper advertisement can be made and bids received for a new contract; and

Whereas the CITY by and through its Board of Public Works has determined that the present contract, expiring on the 15th day of August, 1941, should be extended from the 15th day of August 1941 to and including the 31st day of December, 1941; and

Whereas the Terminal Service Company, the present contractor for the disposal and collecting of garbage in the City of Fort Wayne, has indicated a willingness to continue to collect and dispose of the garbage from the 15th day of August to and including the 31st day of December 1941 under the terms, conditions and provisions as now set forth in the contract existing between the CITY and the CONTRACTOR, dated the 28th day of April, 1931.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereinbefore set forth, it is hereby mutually covenanted and agreed between the CITY and the CONTRACTOR as follows, to-wit:

1. That the CONTRACTOR in consideration of the payments to be made by

the CITY, as hereinafter set forth, hereby covenants and agrees to collect, receive, accept from and in a satisfactory and efficient manner remove and dispose of all garbage that may be produced or occur or be within the city limits of the City of Fort Wayne, and collect, receive and dispose of all cans, old bottles, broken glass and glassware, broken dishes and broken crockery occuring or being in said City for and during the term, commencing at Midnight, August 15, 1941 and ending at Midnight on December 31st, 1941.

2. It is specifically understood and agreed between the CITY and the CONTRACTOR that the said CONTRACTOR will collect and dispose of said garbage and other refuse as hereinbefore more specifically set out, in accordance with the terms, conditions and provisions of a certain contract entered into by and between the CITY and the CONTRACTOR on the 28th day of April, 1931, and it is specifically understood and agreed that said terms, conditions and provisions are made a part of this agreement and contract as effectually as if the name were written in full and that said contract made on the 28th day of April, 1931 by and between the CITY and the CONTRACTOR, by reference is made a part of the within agreement.

3. The CITY agrees to pay the CONTRACTOR for its services rendered the sum of TWENTY FOUR THOUSAND EIGHT HUNDRED TWENTY and 56/100 DOLLARS ($24,820.56) for the term of this contract beginning August 15, 1941, and ending December 31, 1941, said payments to be made in accordance with the provisions as set out in the contract dated the 28th day of April, 1931.

4. The CONTRACTOR agrees with the CITY to furnish the necessary certificates setting forth that its public liability and property damage bonds in the sum of Ten Thousand Dollars ($10,000.00) have been extended to December 31, 1941, and also a certificate showing the performance bond in the sum of Fifteen Thousand Dollars ($15,000.00) has been extended to the 31st day of December 1941.

5. It is expressly understood and agreed between the CITY and the CONTRACTOR that the within contract is subject to the approval of the Common Council of the City of Fort Wayne.

6. The CONTRACTOR agrees to comply with all laws of the State and of the City of Fort Wayne in the operation and maintenance of said incinerator plant.

IN WITNESS WHEREOF we have affixed our hands and seals the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY H. W. BAALS
Mayor

ATTEST: Chas. F. Hess, Secretary.

APPROVED AS TO LEGALITY:

Walter E. Helmke, City Attorney.

Robert G. Beams

David Lewis

John H. Johnson

Board of Public Works (CITY)

THE TERMINAL SERVICE COMPANY

By John H. McJoynt
(CONTRACTOR)
General Mgr.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, IND-IANA:

Section 1. That the contract heretofore entered into on the 5th day of August 1941 as fully set out above, be and the same is hereby ratified and approved and adopted.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A. Hart

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of September, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2047.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 11th day of September 1941.

Leonard H. Ellenwood, City Clerk.

Approved this _____day of September 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2048

AN ORDINANCE authorizing the City of Fort Wayne, by and through its Mayor and the Board of Aviation Commissioners to grant to Northern Indiana Public Service Company an easement to lay, install, maintain, repair, replace and renew gas mains over, through and under certain portions of real estate known as the Paul Baer Field, now being used by the United States Government as an Army AirBase.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne, by and through its Mayor and the Board of Aviation Commissioners, is hereby authorized to grant to the Northern Indiana Public Service Company an easement to lay, install, maintain, repair, replace and renew gas mains over, through and under certain portions of real estate known as the Paul Baer Field, now being used by the United States Government as an Army Air Base, and more particularly described as follows:

The West 20 ft. of that part of the SE 1/4 of the SE 1/4 of Sec. 5 T 29 N - R12E of the second principal meridian lying south of the north line of said SE 1/4 of SE 1/4 for a distance of 680 ft.

Also that land lying 40 feet south of a line commencing at a point on the west line of said SE 1/4 of SE 1/4 680 ft. south of the north line of said SE 1/4 of SE 1/4 and running in an easterly direction for a distance of 100 ft.

Section 2. That the value of said easement is less than one hundred dollars, and that the same be sold without appraisement.

Section 3. That the Mayor of the City of Fort Wayne and the Board of Aviation Commissioners are hereby authorized to execute an easement in the name of the City of Fort Wayne and attested by the City Clerk and with the seal of the city affixed granting said easement to the Northern Indiana Public Service Company.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul C. Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of September, 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2048.

Ben F. Bennett, President — Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 11th day of September 1941.

Leonard H. Ellenwood, City Clerk.

Approved this _____ day of September 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2049.

AN ORDINANCE changing the name of Gumpper Avenue to Oakdale Drive between Lafayette Street and Hoagland Avenue, in the City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the name of Gumpper Avenue, a street and public highway in the City of Fort Wayne, Indiana be changed to Oakdale Drive, between Lafayette Street and Hoagland Avenue.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A. Hart.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of September 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2049.

Ben F. Bennett, President — Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 11th day of September 1941.

Leonard H. Ellenwood, City Clerk.

Approved this _____ day of September 1941.

H. W. Baals, Mayor.

ORDINANCE NO. 2050

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF CERTAIN PAYMENTS IN LIEU OF TAXES FROM THE ADMINISTRATOR OF THE FEDERAL WORKS AGENCY, APPROVING A FORM OF CONTRACT WITH THE FEDERAL WORKS ADMINISTRATOR WITH RESPECT THERETO, AND AUTHORIZING THE EXECUTION OF SAID CONTRACT

WHEREAS, the Administrator of the Federal Works Agency (hereinafter referred to as the "Administrator") is authorized and proposes to develop and administer a housing project (herein called the "Project") within the territorial limits of the City of Fort Wayne, Indiana (herein called the "City"), and said Project, known as Project No. IND-12071-X, will include approximately 75 dwelling units; and

WHEREAS, it is necessary to the public health, safety and welfare of the City that living accommodations be provided for persons engaged in national defense activities; and

WHEREAS, the City will directly benefit from the construction of new, safe and sanitary dwellings for such persons and their families:

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City hereby determines that, for the purpose of aiding said

Administrator in his efforts to develop a housing project in the City, the City shall cooperate with the Administrator by furnishing municipal services and facilities for the Project in consideration of the payment of certain sums by the Administrator to the City in lieu of taxes, all as more fully provided in the form of agreement set forth in Section 2 hereof.

Section 2. That the City shall enter into a contract with the Administrator substantially in the following form:

AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA (HEREIN CALLED THE "GOVERNMENT")

AND THE

CITY OF FORT WAYNE, INDIANA (HEREIN CALLED THE "CITY")

ON PAYMENTS IN LIEU OF TAXES

WHEREAS, pursuant to Public No. 849, 76th Congress - the Lanham Act (herein referred to as the "Act"), the Federal Works Administrator (herein referred to as the "Administrator") is authorized to develop housing to accommodate persons engaged in national defense activities (as defined in the Act); and

WHEREAS, the Administrator has authorized the development of such housing, consisting of approximately 75 units to be located in the City of Fort Wayne, Indiana, (identification No. IND-12071-X and herein referred to as the "Development"); and

WHEREAS, by virtue of the fact that the Development and land acquired or to be acquired in connection therewith and the improvements thereon are owned or are to be owned by the Government, such land and improvements are or will be exempt from taxation by the City of Fort Wayne, Indiana (hereinafter referred to as the "City"), and by all other political subdivisions of the State of Indiana; and

WHEREAS, the Administrator, by virtue of Section 9 of the Act is authorized to enter into agreements to pay annual sums in lieu of taxes and the Administrator is willing to make certain payments in lieu of taxes to the City and to other political subdivisions in which the Development is situated:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Administrator shall pay to the City annually a sum equal to 14 percent of the total annual dwelling shelter rentals charged for occupied units in the Development, provided that the amount to be paid in lieu of taxes for any year with respect to the Development shall never exceed the taxes that would be paid upon such property if it were not exempt from taxation. For the purpose of evidencing compliance with the provisions of this Paragraph, the City will furnish the Administrator with such information as may from time to time be requested. For purposes of this Paragraph, shelter rent shall mean the charge established (or estimated) for the use of a dwelling excluding the furnishing of any utilities (i. e., water, heat, heating of water, light, cooking fuel, or refrigeration energy).

2. The amount to be paid annually by the Government pursuant to Paragraph 1 hereof shall be paid at the same time as ad valorem taxes are due the City.

3. The City agrees that during the period commencing with the date of the acquisition of any part of the site or sites for the Development and continuing for the life of this Agreement, it will not make any charge against the Government for any special services in connection with the construction and administration of the Development except such charges as may be agreed to by or on behalf of the Administrator.

4. The City will furnish to the Government and the tenants of the Development, the usual municipal services and facilities which are or may be furnished without cost or charge to other dwellings and inhabitants in the City, including, but not limited to fire, police and health protection and services; street lighting; the collection and disposal of garbage and refuse from the kitchen for the Development and the tenants thereof.

5. The City will maintain in good repair and working order any and all municipal utilities and facilities provided by it for the use and benefit of the Development and the tenants thereof; and will maintain in good repair streets, roads and alleys which are adjacent or leading to or which are within the boundaries of, the Development.

6. Nothing in this Agreement shall be construed to confer any exemption upon the tenants who may occupy the Development from the payment of taxes which may be lawfully assessed against them.

7. The City will distribute each such annual payment in lieu of taxes to the taxing bodies in such proportion that each taxing body will receive from the total payment by the Administrator hereunder the same proportion as said taxing body's ad valorem tax rate bears to the total ad valorem tax rate which would be levied against the Development if it were operated by private enterprise and subject to normal taxation. For purposes of this Agreement, the term "taxing bodies" shall mean the State of Indiana and every political subdivision or taxing unit thereof (including the City) which shall have authority to levy taxes, or to certify taxes to a taxing body or public officer, to be levied for its use and benefit, and in which the Development is situated.

8. This Agreement shall continue in full force and effect with respect to the Development so long as title thereto is held by the Government and so long as the emergency declared by the President on September 8, 1939, to exist, continues; provided, however, that so long as title to the Development is held by the Government after said emergency has terminated this Agreement shall continue in full force and effect until sixty days after either party has given to the other written notice that the Agreement shall terminate at the end of said sixty days.

9. Upon the sale by the Government of any part or parts of the Development, the part or parts so sold shall, from the date of sale, no longer be considered part of the Development. Upon the termination of this Agreement as to the whole of the Development, the Government will pay such portion of the annual payment called for by Paragraph 1 hereof as the elapsed portion of the twelve-month period bears to twelve months.

10. No Member of or Delegate to the Congress of the United States of America shall participate in the funds made available under this Agreement.

IN WITNESS WHEREOF the City and the Government have respectively caused this Agreement to be duly executed as of this _____ day of _____,1941.

CITY OF FORT WAYNE, INDIANA

By_____
Mayor

(SEAL)

Attest:

_____
City Clerk

UNITED STATES OF AMERICA

Attest:

_____
Federal Works Administrator

Section 3.

That the Mayor and the City Clerk are hereby authorized to execute a contract substantially in the form set forth in Section 2 hereof on behalf of the City.

Section 4.

This ordinance shall take effect within the earliest time permitted by law.

ARNO C. SPIEGEL.

The Ordinance was read the first time in full and on motion the Ordinance was read the second time by its title and referred to committee on Finance October 14, 1941.

The Ordinance was read the third time in full and on motion was now passed by the following vote:

(Ayes---9, Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of October, 1941, by a majority vote of all members elect, did pass the ordinance hereunto att ched, and known as

GENERAL ORDINANCE NO. 2050

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk

Presented to the Mayor for approval on the 16th day of October 1941.

Leonard H. Ellenwood, City Clerk

Approved this 16 day of October 1941

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2051.

AN ORDINANCE authorizing the Mayor of the City of Fort Wayne and the City Clerk of the City of Fort Wayne to execute a quit-claim deed for and on behalf of the City of Fort Wayne to W. S. Ritman Receiver of the Old-First National Bank and Trust Company of Fort Wayne.

WHEREAS, on the 7th day of July, 1926, John Clem, widower and over the age of twenty-one years, erroneously and inadvertently quit-claimed to the City of Fort Wayne, Allen County, Indiana, the following real estate:

Lot 10 New Haven River Road Addition, being a subdivision of that part of Sections 9 and 10 in Township 30 North of Range 13 East as recorded in Allen County Plat Record #5, page 45, Allen County Indiana, and

WHEREAS, Lot 10 New Haven River Road Addition has been replatted and is now known as Orchard Place Gardens, an Addition to the City of Fort Wayne, Indiana, and

WHEREAS, the City of Fort Wayne has no interest whatsoever in said tract of land; and

WHEREAS W. S. Ritman, Receiver of the Old-First National Bank and Trust Company of Fort Wayne, is now the legal owner of the following described real estate, to-wit:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 23, 24, Orchard Place Gardens, being a Subdivision of Lots 9 and 10 in New Haven River Road Addition to Fort Wayne, Indiana, according to the plat thereof recorded in Plat Book 12, page 58 in the Office of the Recorder of Allen County, Indiana (this being a part of Lot 10 New Haven River Road Addition hereinafter described),

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Fort Wayne:

Section 1. That the Mayor of the City of Fort Wayne and the City Clerk of the City of Fort Wayne are hereby authorized to execute a quit-claim deed to W. S. Ritman, Receiver of Old-First National Bank and Trust Company of Fort Wayne, for the following described real estate, to-wit:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 23, 24, Orchard Place Gardens, being a Sub-Division of Lots 9 and 10 in New Haven River Road Addition to Fort Wayne, Indiana,

according to the plat thereof recorded in Plat Book 12, page 58 in the Office of the Recorder of Allen County, Indiana, (this being a part of Lot 10 New Haven River Road Addition hereinafter described).

Section 2. That the value of said parcel of real estate does not exceed the sum of One Hundred ($100.00) Dollars, and in view of the amount not exceeding said sum, the same shall be sold and conveyed without appraisement.

Section 3. This Ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

CHARLES O. MOELLERING

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of October 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2051.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 16th day of October 1941

Leonard H. Ellenwood, City Clerk.

Approved this 16 day of October 1941

H. W. Baals, Mayor

GENERAL ORDINANCE NO. 2052

AN ORDINANCE authorizing the Comptroller of the City of Fort Wayne to pay the Fort Wayne National Bank of Fort Wayne, Paying Agent of "City of Fort Wayne Municipal Airport Bonds of 1941, Series Y, 1-1/4%" an agency fee for paying the interest and principal on said bonds.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. The City Comptroller of the City of Fort Wayne is authorized to pay to the Fort Wayne National Bank, of Fort Wayne, Indiana, Paying Agent, an agency fee as hereinafter set out on the following bond issue, to-wit:

$125,000.00 City of Fort Wayne Municipal Airport Bond of 1941,Series Y,1-1/4%,dated March 1, 1941.

Section 2. That the Fort Wayne National Bank, of Fort Wayne, Indiana, be allowed as compensation on said bond issue the following agency fee for payment of principal and interest, to-wit:

PAYMENT OF INTEREST

The fee for the payment of interest coupons to beone-fourth of 1% (1/4%) of the amount received

PAYMENT OF PRINCIPAL

1/10th of 1% on the first $100,000.00
1/15th of 1% on the next $100,000.00.

Section 3. The City Comptroller of the City of Fort Wayne is hereby authorized to pay from the Sinking Fund of the City of Fort Wayne such agency fee as may be charged on the above basis for the payment of said principal and coupons of said bond issue.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ARNO C. SPIEGEL.

The Ordinance was read the third time in full and on motion was now passed by the following vote:

(Ayes---8, Nays---1)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of October 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2052

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 16 day of October 1941

Leonard H. Ellenwood, City Clerk.

Approved this 16 day of October 1941

H. W. Baals, Mayor

GENERAL ORDINANCE NO. 2053

AN ORDINANCE ratifying and approving a contract entered into on the 22nd day of September, 1941, by and between THE TERMINAL SERVICE COMPANY, of Cincinnati, Ohio, and THE CITYOF FORT WAYNE, of Allen County, Indiana

WHEREAS, heretofore on the 22nd day of September, 1941, THE CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works, hereinafter called the "CITY" entered into a contract with THE TERMINAL SERVICE COMPANY, of Cincinnati, Ohio, hereinafter called the "CONTRACTOR", which contract is in the following words and figures, to-wit:

C O N T R A C T

THIS AGREEMENT, made this 22nd day of September 1941, by and between THE TERMINAL SERVICE COMPANY of Cincinnati, Ohio, party of the first part, hereinafter called the "CONTRACTOR", and the CITY OF FORT WAYNE, in Allen County, Indiana, party of the second part, hereinafter called the "City", by and through its Board of Public Works,

WITNESSETH:

That the Contractor in consideration of the payments to be made it by the City as hereinafter set forth, hereby covenants and agrees to collect, receive, accept from and in a satisfactory and efficient manner, remove and dispose of, by incineration, as hereinafter pro-vided, all garbage that may be produced or occur, or be within the limits of said City, and collect, receive and dispose of all cans, old bottles, broken glass and glassware, broken dishes, and broken crockery, occurring or being in said City for and during the term of ten (10) years from and including the first day of January, 1942, the said collection, removal, incineration and disposition to be done and performed in accordance with the following terms, conditions and specifications, to-wit:

1. The word "Garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit, or vegetable matter that attends the preparation, use, cooking, retail or wholesale dealing in, or storing of meat, fish, fowl, fruit or vegetables and all food stuffs condemned as unfit for use by the proper authorities, and shall include garbage wrapped in paper or its equivalent, but shall not include butcher offals. Provided, however, that the City does not in any way guarantee the contents of the wrapped packages placed in cans for collection as garbage, and shall not in any way be held liable, and said contractor shall not in any way be released from any of its obligations of this contract, in case any of said packages shall include anything other than garbage.

2. The Contractor shall divide the city into districts and locate and arrange collection routes for all of said City to the approval of the Board of Public Works.

3. Garbage shall be collected, at least once each day, exclusive of Sundays and legal holidays, from all hotels, hospitals, fish stores, restaurants, eating houses and other places of bus-

-iness including grocery stores and wholesale stores and establishments, where and when such daily collection is necessary in the opinion of the Board of Health of said City, to maintain proper and sanitary conditions. Provided, however, that from all hotels and restaurants producing 100 pounds or more garbage a day, daily collections shall be made and on the days preceding Sundays and holidays two collections of garbage shall be made from all such hotels and restaurants, the last one on each such day to be made not earlier than two o'clock P. M. The Contractor shall collect such garbage from a place on the premises of such hotels and restaurants to be selected by the proprietors thereof from close -d water tight metal cans furnished with tightly fitting covers of a size to be determined by such hotel and restaurant proprietors but not to exceed in size thirty-two (32) gallons capacity each, the said cans as to design and character to be approved by the Board of Public Works, and to be furnished by such hotel and restaurant proprietors.

4. From all other parts and places of the City other than as specified in Clause 3 above, garbage and tin cans shall be collected at least twice in each week during the months of May, June, July, August, September and October; and collected at least once in each week during the months of November, December, January, February, March and April. Provided, however, that emergency collections of garbage shall be made at any time from any place or places within twelve hours after the Board of Works shall have given to the contractor notice to that effect, of which need for emergency collection or collections, the Board of Works shall be the sole judge.

5. All collection of garbage and tin cans shall be made in steel, water tight and non-leakable tanks with openings only in the top thereof, fitted with tarpaulin covers, which shall be kept tightly closed while passing through the streets of said City; the said receptacles as to design and character to be approved by said Board of Public Works, and to be kept at all times in sanitary condition and neat and well painted.

6. The Contractor shall provide to the approval of said Board of Works apparatus and appliances for the thorough cleansing and purification of said tanks for said collections and shall keep said tanks in a clean and sanitary condition.

7. The City will, on the fifteenth day of August, 1941, become the legal owner of an incinerator and garbage disposal plant. The Contractor shall have the exclusive right to use said incinerator plant during the tenure of the within contract. The Contractor shall maintain and operate said incinerator plant in a careful and prudent manner. The operation of said incinerator shall be modern, sanitary and odorless and a minimum temperature of 1400° Fahrenheit shall be maintained in the combustion chamber during incineration. The Contractor agrees to remodel, repair and enlarge said incinerator at the Contractor's own expense, in accordance with the plans and specifications on file in the office of the Board of Publ c Works of said City, within six (6) months after January 1, 1942. Upon the enlargement, remodeling and repairing of said incinerator, said plant shall have a daily capacity of not less than Two Hundred Twenty-five (225) tons and is to be maintained at all times in first class condition and operated so that the same will not be offensive to the neighborhood or community in which the same is located. All grounds whereupon said incinerator is located are to be maintained in a sanitary and neat appearing condition and are to be beautified with lawns and shrubs. The City shall have the right and authority of egress and ingress to said incinerator and the grounds thereof for the purpose of inspection at any time.

All garbage and cans shall be incinerated immediately upon delivery and no garbage shall be permitted to accumulate at the incinerator. The hauling to and the handling of the same at the incinerator shall be in a sanitary and odorless manner and without being offensive or annoying to any person or property. Contractor further agrees to incinerate, without charge, all combustible materials occuring within the City that may be delivered to the incinerator.

60Ahd

Provided, however, that the person making the delivery shall place the refuse in the furnace or where designated by Contractor, and provided, further, that the contractor reserves the right to refuse any non-combustible materials.

The City upon failure, refusal or neglect on the part of Contractor to carry out any of the provisions contained in this contract, shall have the right and option to declare the same null and void and collect damages, upon the failure, refusal or neglect on the part of the Contractor to carry out the provisions contained in this contract, the City shall so notify the Contractor by a thirty-day written notice. In the event the contract is cancelled, the City shall have the right to repossess the plant and cancel said contract and in such event, the City shall reimburse the Contractor for the actual cost of remodeling, repairing and enlarging the incinerator plant, less ten (10%) per cent of said contract cost for each year said contract shall have been in force. Provided, however, that such reimbursement by the City may, at its option, be spread in monthly payments over the period of time during which said contract would have existed. If said contract continues for the full ten year period then no reimbursement shall be due the contractor for the cost of said improvements.

The Contractor shall be required upon completion of the addition to the present incinerator to file with the Board of Public Works of The City of Fort Wayne, a complete statement, together with receipts from every sub-contractor showing the total cost of the new incinerator unit Said cost shall serve as the basis for repayment in the event of cancellation of the within contract. That all remodeling, repairing and enlarging of the incinerator as herein provided for, shall become the property of the City of Fort Wayne immediately upon the completion thereof, free and clear of all encumbrances and liens, mortgages and other obligations.

The Contractor agrees to return to said City at the termination of said contract said incinerator and all improvements thereto in good condition, less reasonable wear and tear.

8. Should the Contractor fail to collect or remove, or properly dispose of the garbage and other materials herein provided for, in accordance with the terms of this contract, for a period of five (5) days, the said Board of Public Works may, at its option, cause all such garbage and other articles to be collected and disposed of, and any and all expense which may be incurred by said City, shall be payable by the Contractor weekly on demand, or may be retained by the City out of any moneys due the Contractor under this contract; and should the said Contractor be in continuous default in the collection or removal or disposal of said garbage or other articles for a period of ten (10) days, Acts of Providence excepted, the City shall have the right, at its option, to take over and operate any or all of the said Contractor's equipment, property, plant or collection facilities and apparatus and incinerator, until such times as said Contractor shall satisfy the said Board of Public Works that it is ready and able to comply with the contract; and in case such default shall continue for a period of sixty (60) days, the City shall have the right at its option to declare this contract terminated and shall thereupon become the sole owner of all such equipment, property, plant and collection facilities and apparatus in addition to its right to recover further damages, if any, upon the bond hereinafter provided for.

The cost of repairing and remodeling said incinerator, as well as the maintenance and operation thereof, and the acquiring and procuring of any and all necessary property and equipment for the proper incineration and disposal of all garbage and dead animals and fowls and cans, crockery, glassware, etc., as well as all ashes

and refuse from the incinerator, is at the expense of the Contractor.

9. All garbage and tin cans to be collected, except garbage from hotels and restaurants producing 100 pounds or more garbage a day, shall be placed for collection by the owners or producers thereof, in the same water tight metal receptacles, of the form and kind approved by the said Board of Works, the same to be of not more than twenty (20) gallon capacity, and the said receptacles to be placed conveniently for collection by Contractor within five (5) feet adjoining an alley, where possible, or if not there, at an easily accessible spot in reference to the manner in which collections must be made; and the Contractor shall not be required to collect any garbage, which in the opinion of the Board of Public Works, is not placed conveniently accessible for collection.

10. The said Contractor shall during the term of this contract have the exclusive right and privilege of collecting and hauling garbage upon, over or across any of the streets, alleys or public places in said City. Provided however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit, vegetables or other food stuffs shall have the right to dispose of the garbage produced or occuring in the said business by transporting the same to the incinerator.

11. Old bottles, broken glass and glassware, broken dishes and broken crockery, shall be collected by the Contractor throughout said City in a sanitary manner, at least once every two weeks and as much oftener as shall be required by the Board of Public Works; provided, however, that all such articles to be collected shall be conveniently placed for collection as provided for herein for garbage and that the said articles shall be kept separately from the garbage, and be placed in a suitable container, paper cartons prohibited, to be emptied by said Contractor. Said materials to be disposed of subject to the approval of the Board of Public Works.

12. Said Contractor expressly agrees to keep said plant and collection and removal facilities in condition to collect and remove all the garbage and other materials herein provided for.

13. The said Contractor agrees to give to the Board of Public Works of said City on or before the fifteenth of January of each year a report showing the approximate amount of garbage collected by said Contractor under this contract during the preceding year.

14. In the event of the failure on the part of the Contractor to carry on its operations of collection and incineration, and with due regard to the safety of life, health or property, the Board of Health of said City shall serve a written notice on the Contractor setting forth the particulars of such failure, and the said matters complained of shall thereupon be remedied within ten (10) days from the date of the service of said notice.

15. Said Contractor further agrees that during said term it will collect and dispose of all dead dogs and cats and all other animals and fowl in said City within six (6) hours after notification.

16. The said Contractor shall during the period of this contract maintain an office in the said City of Fort Wayne, and any notice or complaint of said City, or any of its Boards or officials, may be served on the Contractor by delivering the same at its office during the usual business hours, or by mailing the same by United States registered mail, addressed to the said Contractor at Fort Wayne, Indiana.

17. The City expressly agrees to pay said Contractor for the full and complete performance of all the covenants and agreements herein set out, the sum of Seven Hundred Thirty-Six Thousand Five Hundred and NO/100 Dollars ($ 72,800.00) for the first year of said contract, the sum of $73,415.00 for the second year of said contract, the sum of $73,415.00 for the third year of said contract, the sum of $73,415.00 for the fourth year of said contract, the sum of $73,600.00 for the fifth year of said contract, the sum of $73,971.00 for the sixth year of said contract, the sum of

$73,971.00 for the seventh year of said contract, the sum of $73,971.00 for the eighth year of said contract, the sum of $73,971.00 for the ninth year of said contract, and the sum of $73,971.00 for the tenth year of said contract.

The City further agrees to pay for said services on the fifth and twentieth days of each month during the term of the within contract for the services rendered during the preceding two (2) weeks, on the basis and terms of the within contract.

18. It is further agreed that said Contractor shall have the right to charge and receive additional compensation from any one dealing in or storing fish, fowl, fruits or vegetables, where the daily garbage collection from such party exceeds three hundred (300) pounds, and that in all cases where fruits or vegetables shipped in car load lots are condemned as unfit for food and ordered destroyed by the proper public authorities, that then and in that event said Contractor shall have the right to charge and receive additional compensation [for the removal and disposal thereof; and that said Contractor shall also have the right to charge and receive additional compensation] per month from any person who keeps his garbage can above the ground floor or otherwise than as prescribed herein; all of said additional charges, however, to be subject to the approval of said Board of Public Works. It is expressly understood and agreed, however, that in no event shall said City be in any way liable for the payment or the collection of any such additional charge or charges. Provided, however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit, vegetables or other food stuffs, shall have the right to dispose of the garbage produced or occurring in the said business, as provided in Paragraph 9 of this contract.

19. The Contractor further agrees that in the carrying on of the work herein provided for, all proper skill and care shall be exercised and all due and proper precautions used to prevent injury to any property, person or persons, and that the City shall be indemnified and saved harmless from any and all liability whatsoever, growing out of any injury or damage to property or persons because of any neglect or fault of said Contractor, its agents, or employees in the carrying out of this contract, or any matters connected therewith or related thereto; and that it will on notice given it by said City, defend, at its own expense, any action, or suit brought against said City because of any work or other acts done by the Contractor under the terms hereof; and will pay any [judgment which may be obtained against said City by reason of any] work or acts done hereunder by said Contractor, its agents or employees; and that said Contractor will pay any damages to any persons or property, public or private, that may be caused through negligence in the performance of this contract. And said Contractor further agrees that on or before the fifteenth day of December, 1941, and on the fifteenth day of December of each and every year thereafter during the tenure of this contract, it will execute and furnish to said City a bond in the penal sum of Ten Thousand ($10,000.00) Dollars, payable to the City of Fort Wayne, with surety to the approval of the said Board of Public Works, conditioned that said Contractor will carry out the provisions of this Paragraph.

20. And in all work performed hereunder including collection and incineration of said garbage and tin cans, the Contractor expressly agrees to comply strictly with all city ordinances now in force, or that may hereafter be adopted applicable thereto, and to comply with and be subject to the orders and regulations of the Board of Health, or health authorities, or other legal authorities of said City, and to do all the work herein provided for, in all things in conformity with the laws of the State of Indiana now in force, or that may hereafter be enacted; and all traffic rules and regulations and ordinances and to obtain at their own expense, all permits and licenses necessary to carry on the work herein provided for.

21. Said Contractor further agrees that on or before the fifteenth day of December, 1941, it will execute and furnish to said City a bond in the penal sum of Fifty Thousand and No/100 ($50,000.00)

Dollars, payable to the City of Fort Wayne, with surety to the approval of the said Board of Public Works, conditioned, acts of Providence excepted, that said Contractor for and during the first year of the term of this contract, will faithfully and fully comply with the provisions of this contract in all respect and pay all damages that may be sustained by reason of any failure or refusal to comply with any of the terms hereof. Said Contractor further expressly covenants and agrees that it will on or before the fifteenth day of December, 1942, also execute and furnish to said City a like bond in the amount of Twenty-five Thousand and No/100 ($25,000.00) Dollars with like penalty and like conditions and with surety to the approval of said Board; provided, however, that said bond shall cover the carrying out of this contract during the second year of said term. And said Contractor further agrees that it will on or before the fifteenth day of December in each year thereafter, during the life of the contract, execute and furnish to said City a like bond in the amount of Twenty-five Thousand ($25,000.00) Dollars with like penalty and like conditions and with surety on each such bond to the approval of said Board, each of said bonds to cover respectively the carrying out of this contract during the respective year of the terms of this contract, which commences on the first day of January following the giving of each of said bonds respectively. The surety on each of said bonds to be to the approval of the said Board of Public Works and it is expressly agreed and understood that the failure on the part of said Contractor to furnish any one of said bonds as hereinbefore provided for, on or before the respective dates specified hereby shall be a breach of this contract and a breach of the condition of the bond in force at the time of said breach; and upon any such failure the said City shall have the right at its option to declare this contract terminated and be entitled to avail itself of any of the remedies provided in this contract for said City on the terminat on thereof, as well as to have its right of action on said bond for all damages sustained thereby; and that said City shall have the right in the event of any such failure to furnish any one of said bonds as provided to continue this contract in force, before exercising its said option to declare the same forfeited, until the expiration of the part of the term of this contract covered by the bond then in force. The bond or bonds to be furnished under the provisions of this paragraph are not, however, to cover liability for damages to any persons or property, public or private, that may be caused by the Contractor in the performance of this contract.

22. It is expressly agreed and understood that this contract is subject to the approval by ordinance of the Common Council of said City, and shall in no event take effect unless and until the present contract for disposal of garbage entered into on the 28th day of April, 1931, and extended to and including December 31, 1941, between said City and the Terminal Service Company, of Cincinnati, shall have been terminated and released satisfactorily to said City.

23. The term of this contract shall be for ten years from and after the first day of January, 1942, and it is expressly agreed and understood that at the expiration of said ten-year period, the said City shall be left free, both morally and legally and also from the standpoint of fair business dealing, to undertake itself the collection and disposal of said garbage or to enter into a contract with any other person or persons or corporation for the future collection or disposal of garbage. It is agreed that this contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

24. The Contractor shall furnish the said City a certificate from the Industrial Board of the State of Indiana, certifying that he has complied with the terms and conditions of the Workmen's Compensation Act of the State of Indiana.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

THE TERMINAL SERVICE COMPANY

By Stephen M. Denison, President

(CONTRACTOR)

ATTEST: Chas. F. Hess, Secretary

Approved as to legality:

Walter E. Helmke, City Attorney

CITY OF FORT WAYNE, INDIANA

By H. W. Baals, Mayor

Robert G. Beams

David Lewis BOARD OF PUBLIC WORKS (CITY)

J. H. Johnson

60AHH

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE:

Section 1. That the contract heretofore entered into on the 22nd day of September,1941, as fully set out above, be and the same is hereby ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of October 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2053.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 16 day of October 1941

Leonard H. Ellenwood, City Clerk.

Approved this 16 day of October 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2054

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between BABCOCK & WILCOX COMPANY , a New Jersey Corporation, and THE CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS.

WHEREAS on the 18th day of September, 1941, The BABCOCK & WILCOX COMPANY, a New Jersey corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of one (1) water tube steam boiler with superheater, air heater, economizer, water cooled walls, masonry setting, soot blowers, trimmings, supporting steel and upper front, as more specifically set out in said contract, to-wit:

CONTRACT

THIS AGREEMENT, made and entered into this 18th day of September, 1941, by and between The BABCOCK & WILCOX COMPANY, a corporation organized and existing under the laws of the State of New Jersey, Party of the First Part, and THE CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the furnishing, delivery and erection of:

One (1) water tube steam boiler with superheater, air heater, economizer, water cooled walls, masonry setting, soot blowers, trimmings, supporting steel and upper front, all to be delivered and erected upon the foundation provided by said party of the second part at their generating station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All such apparatus and work is to be in accordance with the plans and specifications prepared by the Party of the Second Part, and dated September 16, 1941, and known as Plans and Specifications No. 21, Contract No. 19, now on file in the office of the Board of Public Works, of the City of Fort Wayne, Indiana, all of which plans, specificat-

-ions and drawings are made a part of this contract as fully and effectually as if copied herein at full length, for an in consideration of payment by the City of Fort Wayne as follows:

NINETY-NINE THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS ($99,982.00).

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their decision in the revision of the esti -mate shall be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, shall be due and payable to the party of the first part.

The final payment under the within contract, covering the remainder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers shall have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to deliver the complete boiler unit and accessories within Three Hundred Thirty (330) calendar days after the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana. The party of the first part also agrees that the erection of the complete unit will be completed within One Hundred Twenty-five (125) calendar days after delivery of said aforementioned unit.

That the said party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of Indiana of 1935, and as stated in paragraph nine (9) of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

By H. W. Baals, Mayor

ATTEST: CHAS. F. HESS, Secretary

BOARD OF PUBLIC WORKS

Robert G. Beams

APPROVED AS TO FORM AND LEGALITY:

David Lewis

Walter E. Helmke,City Attorney

John H. Johnson

ATTEST: F. H. HOLLOWAY,Assistant Secretary

THE BABCOCK & WILCOX COMPANY

By E. J. Billings,Executive Assistant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,INDIANA:

Section 1. That the foregoing contract made and entered into by and between the BABCOCK & WILCOX COMPANY, a New Jersey corporation, and the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale and purchase of one (1) water tube steam boiler with superheater, air heater, economizer, water cooled walls, masonry setting, soot blowers, trimmings, supporting steel and upper front, which contract and agreement is more fully set forth in the preamble hereto, be and the same is

hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of October 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2054

Ben F. Bennett, President

Leonard H. Ellenwood, City Clerk

Presented to the Mayor for approval on the 16 day of October 1941

Leonard H. Ellenwood, City Clerk

Approved this 16 day of October 1941

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2055

AN ORDINANCE ratifying and approving a certain contract and agreement made and entered into by and between WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a Pennsylvania corporation, and THE CITY OF FORT WAYNE, of Allen County, Indiana, by and through its BOARD OF PUBLIC WORKS.

WHEREAS on the 18th day of September, 1941, WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a Pennsylvania corporation, entered into a certain contract and agreement with the CITY OF FORT WAYNE, by and through its BOARD OF PUBLIC WORKS, for the sale of One (1) multiple retort underfeed stoker of the double roll, clinker grinder type, with stoker and grinder drives, which contract and agreement are more fully set forth in the said contract, to-wit:

CONTRACT

THIS AGREEMENT, made and entered into this 18th day of September, 1941, by and between WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, Party of the First Part, and THE CITY OF FORT WAYNE, a municipal corporation, of Allen County, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second Part, WITNESSETH:

That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools required for the furnishing, delivery and erection of:

One (1) multiple retort underfeed stoker of the double roll, clinker grinder type, with stoker and grinder drives, all to be delivered and erected in the generating station of the City Light and Water Utilities of the City of Fort Wayne, Indiana. All such apparatus and work is to be in accordance with the plans and specifications prepared by the Party of the Second Part, and dated September 16, 1941, and known as Contract No. 20, Specifications No. 21, and the proposal of the Party of the First Part now on file in the office of the Board of Public Works, of the City of Fort Wayne, Indiana, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of payment by the City of Fort Wayne as follows:

THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY ($35,980.00) DOLLARS.

TERMS OF PAYMENT: A written estimate of the value of the apparatus or material delivered and construction completed may be made by the party of the first part and submitted to the party of the second part on or about the first of each month. The Engineers of the party of the second part will check and approve, or check, revise and approve, the estimate and their

decision in the revision of the es imate sh ll be final. Upon approval of an estimate by the Engineers, Eighty-five (85) per cent of the value of the apparatus or material delivered and work completed, less all previous payments, sh.ll be due and payable to the party of the first part

The final payment under the within contract, covering the rem inder due thereunder, will be due and payable only after the party of the first part shall have fully complied with all of the terms of the contract and after the Engineers sh ll have approved the completed work, and after the party of the second part shall have accepted the work.

The party of the first part agrees to deliver the complete stoker unit and accessories within One Hundred Seventy Calendar days after the approval of the within contract by the Common Council of the City of Fort Wayne, Indiana. The party of the first part also agrees that the erection of the complete unit will be complete within Thirty (30) calendar days after delivery. The party of the first part agrees to approve the arrangement of other equipment and guarantees the operation of the complete installation insofar as the formation of smoke is concerned.

The s id party of the first part agrees to pay and to require of his sub-contractors that they pay, wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 219 of the Acts of the General Assembly of Indiana of 1935, and as stated in paragraph Nine (9) of the specifications on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seals on the day and year aforesaid.

CITY OF FORT WAYNE, INDIANA

By H. W. Baals, Mayor

BOARD OF PUBLIC WORKS

Robert G. Beams

David Lewis

John H. Johnson

ATTEST: Chas. F. Hess, Secretary

Approved as to form and legality:

Walter E. Helmke, City Attorney.

WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY

By F. T Whiting, Northwest District Manager Westinghouse Electric & Manufacturing Company

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into by and between WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY, a Pennsylvania corporation, and the CITY OF FORT WAYNE, by and through its Board of Public Works, for the sale and purchase of One (1) multiple retort underfeed stoker of the double roll, clinker grinder type, with stoker and grinder drives, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its

passage and approval by the Mayor.

HARRY M. McMILLEN.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of October 1941 by a majority vote of all members elect did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2055.

Ben F. Bennett, President.

Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 16 day of October 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 16 day of October 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2056.

AN ORDINANCE authorizing the Board of Public Works to sell scrap copper, cast iron and steel, scrap brass and other obsolete equipment of the Municipal Light and Water Plant of the City of Fort Wayne.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. The Board of Public Works be and hereby is authorized to sell the following: scrap copper, cast iron and steel, scrap brass and other obsolete equipment of the Municipal Light and Water Plant of the City of Fort Wayne, Indiana, being more specifically described as follows, to-wit:

Approximately 20 ton of scrap copper

Approximately 30 ton of cast iron and steel

Approximately 2 ton of scrap brass

1 - Yellow Coach Bus, equipped with Dual Wheels and Aluminum Body, seating capacity 30 passengers, two extra spare wheels and tires.

1 - Induction Watthour Meter #825290 - 60 cycles - 500 amp. - Type K2 - 2200 volts, Ratio 100 to 1, Potential Ratio 20 to 1.

1 - Induction Watthour Meter #825291 - 60 cycles - 200 amp. - 2200 volts - Current Ratio 40 to 1 - Potential Ratio 20 to 1.

1 - Induction (G.E.) Watthour Meter #825292, Type K3 - 60 cycles - 200 amp. - 2200 volts - Current Ratio 40 to 1, Potential Ratio 20 to 1.

1 - Synchronism Indicator, G.E., #135619, Type M2, 110 Volts, 60 cycles

1 - Contact Making Voltmeter #261105, Type T. S. 130, #1953379-3 - Form B12, Volt 100-130, G. E.

1 - Recording Meter #197687, Type C60, Polyphase, 2200 Volt, 1200 amp, 4800 K. W., Potential Ratio 20 to 1, Current Ratio 240 to 1

1 - Thomson Ammeter #151539, Trans. Ratio 40 to 1, Register 0 to 200, PH.F.W.C.

1 - Thomson Ammeter #151532, Trans. Ratio 40 to 1, Register 0 to 200, PH.F.W.C.

1 - Thomson Ammeter #259287, Trans. Ratio 50 to 1, Register 0 to 250, PH.F.W.C.

1 - Thomson Ammeter #199421, Register 0 to 300, PH. F. W. C.

1 - Thomson Ammeter #222993, Ratio 80 to 1, Register 0 to 400, PH.F.W.C.

1 - Thomson Ammeter #203646, Ratio 100 to 1, Register 0 to 500, PH.F.W.C.

1 - Alternating Current Ammeter, G.E., #899029, Type H5, A5, Cycle 25 - 125, Register 0 to 400, Ratio 80 to 1

1 - Alternating Current Ammeter #221222, G. E., Type H5, A5, Cycle 25 to 125, Register 0 to 125, Ratio 25 to 1

1 - Frequency Indicator, G. E., #354780, 110 Volt, Register 40 to 100

1 - Thomson Indicator Wattmeter, Polyphase, #196860, 5 amp, 110 volt, 3 w, Ph., 3, C Trans. F W.

40..1, P. Trans 20 to 1, Register 0 to 800 Kilowatts

1 - Thomson Indicator Wattmeter, Polyphase #199724, 5 amp., 110 volts, 3 w, PH 3,Current Trans.40 .1, P.Trans.20 to 1, Register 0 to 800 Kilowatt.

1 - Thomson Indicator Wattmeter Polyphase #213039, 5 amp, 110 volts, 3 w. P.H.3,Current Trans.100 to 1,P. Trans.20 to 1, Register - to 2000.

1 - Thomson Voltmeter #195071, TypeD H. Register 0 to 150

1 - Thomson Voltmeter #215055, Type H, Register 0 to 175

1 - Rheostat /C.A.T/ #2240001, G52, CR8000B1, Volt Maximum 125, Ohms 55 - Field (G.E.)

1 - Field Rheostat, Cat.#43633, Type F, 75 Ohms, 250 Volts, Amps 0 - 2.

1 - Field Rheostat, G.E., Cat. #108503, #6001CR, 125 Max. Volt, Ohms 45.24, 14 Amp.

1 - Field Rheostat, G. E., CR#8001, Cat. #43642, Volt Max. 250, Ohms 24, Amp. 12.5

1 - Field Rheostat, G. E., Cat. #43603, CR8001, Ohms 15, Amps 10-5, Volt Max. 125

1 - Bushing Trans. #4805365, Type D301, Max. Primary Amp. 400, G. E.

1 - Bushing Trans. #4805362, Type D301, Max. Pri.Amp. 400, G.E.

1 - Bushing Trans. #4805363, Type D201, Max.Pri.Amp. 400 G. E.

1 - Instantaneous Auxilliary Relay #K2846490-G14, Type PB58, R.P3305, Coil Field 324529 DC 125/250 1 minute (G.E.)

1 - Instantaneous Auxiliary Relay #K2846490-G18, Type PB58, R.P3303,Coil Field 324529 DC 125/250 1 minute (G.E.)

1 - Instantaneous Auxiliary Relay #K2846490-G14, Type PB58, R.P.3305,Coil Field 324529 DC 125/250 1 minute (G.E.)

1 - Instantaneous Auxiliary Relay #K2846490-G18, Type PB58, R.P.3303,Coil Field 324529 DC 125/250 1 minute (G.E.)

1 - Instantaneous Auxiliary Relay #K2846490-18, Type PB58, R.P.3303, Coil Field 324529 DC 125/250 1 minute (G.E.)

1 - Instantaneous Auxiliary Relay #K2846490-G-18, Type PB58, R.P.2711,Coil Field 324529 DC 125/250 1 minute (G.E.)

1 - Relay #K2815242-G4, R.P.2907,Type P.C30,W.S.F.3121529, 5 Amps.

1 - Relay #K2815242-G4, R.P.2907, Type P.C30 W.S.F. 3121529, 5 Amps.

1 - Relay #K2815242-G4, R.P.2907, Type P.C30, W.S.F. 3121529, 5 amps.

1 - Definite Time Limit Overcurrent Relay #ML1893431-G2, Type P2, 5 Amps,R.P.2705, W.S.F.#322230

1 - Definite Time Limit Overcurrent Relay #ML1893431-G2, Type P2, 5 Amps, R.P.2705,W.S.F.#322230

1 - Instantaneous Auxiliary Relay #12PBA12A1, Type PB-A, 1 minute 125 UDG, GEF.2237 P.3303

1 - Instrument Trans. #3042542, (Spec.234857), Type E12, V.A. 200, 60 cycle SEC Volts 125 for 2500 Volts

1 - Instrument Trans. Current #3932717 (Spec. 3103265) Type W15, Amps 3000, Ratio 600 to 1 - 4500 volts

1 - Instrument Trans. Potential #2097518 (Spec. 2059783) Type E21, V-A50, Cycle 60, SEC. 110 to 2200 Volts

1 - Instrument Trans. Potential #1703135 (Spec. 148480) Type P, Form E2, V-A 50, Cycle 60, Volts 2200, SEC 110/122

1 - Instrument Trans. Potential #1695206 (Spec.223206) Type E12, V-A 50,60 cycles, Volts 2200 SEC 110 volts

1 - Instrument Trans. Potential #3042505 (Spec. 234857) Type E12, V-A 50, Cycle 60, SEC 125 volts for 2500 volts

1 - Wood System Trans. #76512, Type ND, Form 3, Cycle 60, Compacity 200 watts, 1100 volts, 2200, SEC 110-122

1 - Auxiliary Trans. #K-3661843-G10, R.P.3311, W.S.F.3121551, G.E.

1 - Auxiliary Trans. #K-3661843-G10, R.P.3311, W. S. F. 3121551, G. E.

1 - Reactor for Relay #M.L.1960485-G4, W. S. F. 324234 (G.E.)

1 - Reactor for Relay #M.L.1960485-G4, W.S.F. 324234 (G.E.)

1 - Reactor for Relay #M.L.1960485-G4, W.S.F.324234 (G.E.)

1 - Instantaneous Solenoid Control Relay #1121-12 Type P, Form B-10, 25 amp, 125 volt, W.S.F.90665

1 - Instantaneous Solenoid Control Relay #112152 (74367) Type P, Form B10, Amps 25, Volts 125, W.S.F. 90665

1 - Racine Time Switch, 30 Amp., 250 volts, #92265, Type 3R, R.A.L.Co.

1 - Anderson Time Switch, 10 Amp., 250 volts, #02404

1 - Auxiliary Switch, G. E., #P6024988-G2, R. P. 3303

COATES

1 - Auxiliary Switch, G. E. #1913252-G2, P 311

1 - External Resistance for curve drawing instrument #197687 Lo er element and upper element

1 - CR9158 Resistors insulated for 650 V. Ohms, 3000, Amps. 28

2 - CR9158 Resistors #1954175, insulated for 650 V., 1200 ohms, 20 amps.

2 - CR9158 Resistors #1954175, insulated for 650 V., 1200 ohms, 20 amps.

1 - Potential Trans. (Wood system) #1217158, Type MD, 60 cycles, Capacity .075 KV-A Volts 2200-110 (G.E .)

1 - Potential Trans. (Wood system) #1215882, Type MD, Form 4, 60 cycles Capacity .075 KVA, Volts 2200-1 10 (G.E.)

1 - Potential Trans. (Wood system) #1216938, Type MD, Form 4, 60 cycles Capacity .075 KVA, Volts 2200 -110 (G.E.)

1 - Potential Trans. (Wood system) #1211537, Type MD, Form 4, 60 cycles Capacity .075 KVA, Volts 2200-11 0, (G.E.)

1 - Auxiliary Switch, M. L. #1959668-G2, R. P. 2908 (G.E.)

1 - Instrument Trans. Current #3913614 (Spec. 3103283) Type W15, G.E., 2000 amp. Cycles 25-125, Ratio 400 to 1 for 4500 volt circuit

1 - Instrument Trans. Current #3932669, Spec. 3103263, Type W15, G. E. , 2000 amp, Cycles 25-125, Ratio 400 to 1, for 4500 volt circuit

1 - Instrument Trans. Current #3932722, Spec. #3103265, G. E., Type W15, 3000 amps, Ratio 600 to 1, for 4500 volt circuit

1 - Instrument Trans. Current #2521792, Spec. 234939, Type W2, Cycles 25-125, Ratio 100 to 1 volts; 4500 amps; 500

1 - Instrument Trans. Current #246914, Spec. 234939, Type W, cycles 25-125, Ratio 100 to 1, Volts 4500, Amps 500

1 - Instrument Trans. Current #2512915, Spec. #234939, Type W2, Cycles 25-125, Ratio 100 to 1, Volts 4500, Amps 500

1 - Current Trans. #1215184, Spec. #2835, Type W, Cycles 25-125, Ratio 80 to 1, 400 amps,4500 volts

1 - Current Trans. #125018, S ec. #2836, Type W, Cycles 25-125, amps 400, Ratio 80 to 1, volts 4500

1 - Instrument Trans. Current #4605981, Spec. #3151259-17, Type KF85, Amps 400, Ratio 80 to 1, Volts 7500, Cycles 25-125

1 - Instrument Trans. Current #5078950, Spec. #3151265-8, Type KF85, Amps 50 to 5,Cycles 25-125, Ratio 10 to 1, 7500 volts

1 - Instrument Trans. Current #4605995, Spec. #3151259-17, Type KF85, Amps 400, Cycles 25-125, Volts 7500, Ratio 80 to 1

1 - Instrument Trans. Current #3126846, Spec. #3059652, Type WM12, Ratio 40 to 1, Amps 200/200, Volts 2500, cycles 25-125

1 - Instrument Trans. Current #2563562, Spec. #234907, Type WM2, Cycles 25-125, Ratio 20 to 1, Volts 2500, Amps 100/100

1 - Instrument Trans. Current #4620281, Spec. #3151258-19, Type KF-58, Cycles 25-125, Amps 600, Ratio 120 to 1, for 15000 volt circuit

1 - Instrument Trans. Current #4620285, Spec. #3151258-19, Type KF58, 600 amps, Ratio 120 to 1, 15000 volts circuit

1 - Instrument Trans. Current #4407513, Spec. #3151258-20, Type KF58, Amps 800 Ratio 160 to 1, 15000 volt circuit

1 - Instrument Trans. Current #4394804, Spec. #3151258-20, Type KF58, 800 amps, Ratio 160 to 1, Cycles 25-125, 15000 volt circuit

1 - Current Trans. #66793, Cat. #92920, Type S, Cycle 25-140, 50 V-A, 80 amps, 5500 volts, Ratio 16 to 1 (G.E.)

1 - Current Trans. #64864, Cat. #87917, Type S, Cycle 25-140, 50 Watts, 200 amps, Ratio 40 to 1, 6600 volts

1 - Current Trans. #95813, Cat. #87919, Type S, Cycles 25-140, 50 watts, 300 amps, Ratio 60 to 1, 6600 volts,

1 - Current Trans. #66794, Cat. #92920, Type S, Cycles 25-140, 50 V-A, Amps 80, 6600 volts, Ratio 16 to 1

1 - Current Trans. #64670, Cat. #87917, Type S, Cycle 25-140, 200 amps, Ratio 40 to 1, 50 watts, 6600 volts

1 - Current Trans. #63430, Cat. #87917, Type S, Cycle 25-140, 50 watts, 200 amps, Ratio 40 to 1, 6600 volts

1 - Current Trans. #63361, Cat. #85917, Type S, Cycle 25-140, 50 watts, 200 amps, Ratio 40 to 1, 6600 volts

1 - G. E. Current Trans. #4739985, Primary Amp. 750/1500

1 - G. E. Current Trans. #4601601, Primary Amp. 750/1500

1 - G.E. Current Trans. #4601600, Primary Amp. 750/1500

2 - Large G. E. Current Trans. (Capacity of not given)

1 - Instrument Trans. Current #5107140, Spec. #3127104-13, GEH230F, Type KF58, Amps 150..5/5, Ratio 30/30..1, 15000 V circuit, cycle 25-125, G. E.

1 - Instrument Trans. Current #5107139, Spec. #3127104-13, Cycle 25-125, Type KF58, Amps 150..5/5, Ratio 30/30..1, 15000 volt circuit

1 - Instrument Trans. Current #5107141, Spec. #3127104-13, Cycle 25-125, Type KF58, Amps 150..5/5, Ratio 30/30..1, 15000 Volt circuit

1 - Instrument Trans. Current #5107142, Spec. #3127104-13, Cycle 25-125, Type KF58, Amps 150..5/5, Ratio 30/30..1, 15000 Volt circuit

1 - Instrument Trans. Current #3107144, Spec. #3127104-13, Cycle 25-125, Type KF58, Amps 150..5/5, Ratio 30/30..1, 15000 volt circuit

1 - Instrument Trans. Current #5107143, Spec. #3127104-13, Type KF-58, Amps 150..5/5, 30/30..1,15000 volt circuit, GEH230F

1 - Instrument Trans. Current #4427983, Spec. 3151258-19, Type KF-58, Amps 600, Cycle 25-125, Ratio 120-1, 15000 volt circuit, GEH230-C

1 - Instrument Trans. Current #4620282, Spec. #3151258-19, Type KF-58, 600 amps, 25-125 cycles, Ratio 120-1, 15000 volt circuit, GEH230-C (G.E.)

1 - Instrument Trans. Current #4052312, Spec. #3151180-14, Type KC50, Amps 2500, Cycles 25-125, Ratio 500-1, 7500 volt circuit GEH230B (G.E.)

1 - Instrument Trans. Current #4013356, Spec. #151180-14, Type KC50, 2500 amps, Cycles 25-125, Ratio 500-1, 7500 Volt circuit, GEH230B (G.E.)

1 - Instrument Trans. Current #4009695, Spec. #3151180-14, Type KC50, Amps 2500, Cycles 25-125, Ratio 500-1, 7500 Volt circuit GEH230B (G.E.)

1 - Instrument Trans. Current #3913618, Spec. #3103263, Type W15, 2000 amps, cycles 25-125, Ratio 400-1, 4500 volt circuit, GEH230B (G.E.)

1 - Instrument Trans. Current #3913615, Spec. #3103263, Type W15, Amps 2000, cycles 25-125, Ratio 400-1, 4500 volt circuit, GEH230B (G.E.)

1 - Current Trans. #78941, Cat. #37921, Type S, Cycles 5-140, 50 watts, 500 amps, Ratio 100-1, 6600 volts

1 - Potential Trans. (Wood System) Type ND, Form 4, Cycles 60, Capacity .075KVA, Volts 2200, 110, #1215530

1 - Potenti l Trans. (Wood System) #1216791, Type ND, Form 4, 60 cycles, 2200 volts 110, Capacity.075 KVA

1 - Auxiliary Trans. #KZ661843-G10, R.P.3311, W.F.S.3121551 (G.E.)

1 - Westinghouse Portable Trans. Amp. 125/250..5, #717924, Style 456058, 6900 volts

1 - Split-Core Trans. Current #4906345, Spec. #3127536, Type G4, Amps 600, 50/125 cycles, Ratio 120..1, GEH230E

1 - Benjamin Enclosed Panelboard, 125-250 volts, Amps 62, #170558

1 - Trumbull Enclosed Electric Switch Cat. #40323, 100 amps, 250 volt, 3 pole, Type C

1 - Trumbull Enclosed Elec. Switch, Cat. #40321, Type C, 30 amp, 250 volt, 3 pole

1 - Trumbull Staring Switch, Cat. #83321, 30 amp, 3 pole

1 - Trumbull Starting Switch, Cat. #81321, 30 amp, 8 pole

1 - Trumbull Electric Switch, Cat. #40222, 60 amp, 250 volt, 8 pole

1 - Square D Switch, Cat. #45353, 100 amp, 250 volts

1 - Trumbull Elec. Switch, C t. #40322, 60 amp. 250 volt, 3 pole

1 - Trumbull Elec. Switch, Cat. #40323, 100 amp, 250 v, 3 pole, Type C

1 - Trumbull Switch, #803275, 125/250 v, 60 amps

1 - Benjamin Panelboard, #170556, 125/250 V, 62 amps

1 - Trumbull Switch Cat. #40323, Type C, 100 amp, 250 volt, 3 pole

1 - Polyphase Watthour Meter #5603896, Type D-7, 3 wire; 2 face, 3 wire; 3 face, 4 wire; 2 face; amp 300, cycle 60, 220 volts, Ratio 60-1, City No. 12001

1 - Operating Lever for oil circuit breaker #1959533-D1, Type HA2, R.2502DE

1 - Operating Lever #140335, W.S.F.3121538,5 volts,R.P.2310 G.E.

1 - Instantaneous Solenoid Control Relay #112165, DL74367, Type P, Form B-10, Amp 25, Volts 125, WSF 90665, G. E.

1 - Voltage Adjuster, Northeast Elec. Co., Ser. 127, Type 3912B, Volts 12

1 - Operating Lever for Oil Circuit Breaker #ML196913202, Type HA-a, R.P.2908, G.E.

1 - Operating Lever for Oil Circuit Breaker #2662600-G2, R.P.2908, G.E.

1 - Transformer #4175432, Spec. #3151019-4, Cycles 25-125, Type Y-285-D, Amps 15, Ratio 3..1 for 4500 volt circuit, GEH-230B, G. E.

1 - Transformer #4408023, Spec. #3151019-4, Cycles 25-125, Type Y-285-D, amps 15, Ratio 3..1, for 4500 volt circuit, GEH-230C, G E.

1 - CR9194L1 Auto Trans., Cat. #2019302-G19, 2200 volt, 60 cycles, 3 phase, 50 HP J 22H9, G. E.

1 - Pak-Tite Paper Baler, #210, Size #2, Battle Creek Stamping Works

1 - G.E.Switchboard Panel, Size 24" wide, 7½' nigh, Req. C-171025, Dr'g MA163231-202, Type ATG, 5000 KVA, 1250 amps, 2300 volt

Section 2. That the Board of Public Works of the City of Fort Wayne, by and through the City Attorney, file in the Circuit Court of Allen County, Indiana, a petition for appointment of appraisers to appraise said property.

Section 3. This ordinance shall be in full force and effect after its passage and approval by the Mayor.

JOHN HOELLE

The Ordinance was read the third time in full and on motion was now passed by the following vote: ((Ayes---9, Nays---none).
THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.
WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14th day of October 1941 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2056.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk

Presented to the Mayor for approval on the 16 day of October 1941.

Leonard H. Ellenwood, City Clerk

Approved this 16 day of October 1941.

H. W. Baals, Mayor

GENERAL ORDINANCE NO. 2057

AN ORDINANCE AUTHORIZING THE BOARD OF PUBLIC WORKS AND THE COMPTROLLER OF THE CITY OF FORT WAYNE TO APPROPRIATE AND EXPEND A SUM NOT TO EXCEED THIRTY THOUSAND ($30,000.00) DOLLARS FROM ITEM NO. 965 - NORTH SIDE TRACK ELEVATION FUND, FOR THE PURPOSE OF ACQUIRING BY CONDEMNATION OR PURCHASE, REAL ESTATE AND RIGHT OF WAYS IN CONNECTION WITH THE ERECTION AND CONSTRUCTION OF A NEW OVERHEAD BRIDGE AT SPRING STREET, WHERE SAID STREET INTERSECTS WITH THE RIGHT OF WAY OF THE G. R. & I RAILROAD TRACKS, OWNED AND OPERATED BY THE PENNSYLVANIA RAILROAD.

WHEREAS, the present overhead bridge on Spring Street, where said street intersects with the right-of-way of the G. R. & I Railroad, owned and operated by the Pennsylvania Railroad, is an old, dilapidated, wooden structure which has been in use for many years, and has recently been closed because it is not suited to present day vehicular traffic, and has been condemned as being a hazard to the public; and,

WHEREAS, the City of Fort Wayne, Indiana, the Board of Commissioners of Allen County, the Pennsylvania Railroad Company, and the State Highway Commission of the State of Indiana, have agreed to erect a new, modern, overhead bridge at Spring Street where the same intersects the right-of-way of the G. R. & I Railroad tracks, now owned by the Pennsylvania Railroad Company, and have further agreed upon the allocation of costs of the same; and,

WHEREAS, the State Highway Commission of the State of Indiana has agreed to pay the cost for the erection and construction of said bridge; and,

WHEREAS, the City of Fort Wayne has agreed to contribute forty per cent (40%), the County Commissioners of Allen County, forty per cent (40%) and the Pennsylvania Railroad Company, Twenty per cent (20%) to the cost of the acquisition and right of ways necessary in the proper construction of said bridge; and

WHEREAS, it has been estimated that the acquisition cost of real estate and right-of-ways

approaching said bridge will approximate Thirty Thousand Dollars ($30,000.00); and,

WHEREAS, the County Commissioners of Allen County, Indiana have placed in the 1942 budget of Allen County, Indiana, its proportionate share of said cost, but said sum will not be available until January 2, 1942; and,

WHEREAS, it is deemed advisable by the City of Fort Wayne to immediately exercise the option which it has obtained for the acquisition of the real estate necessary for the construction of the Spring Street bridge and expend the total amount necessary for the acquisition of said real estate; and,

WHEREAS, the Pennsylvania Railroad Company and the County Commissioners of Allen County, Indiana, will reimburse the City of Fort Wayne for its proportionate share necessary in the acquisition of said real estate;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works of the City of Fort Wayne, Indiana, and the Comptroller, are hereby authorized to appropriate and expend a sum not to exceed Thirty Thousand $30,000) Dollars from Item 965 - North Side Track Elevation Fund, for the purpose of acquiring by purchase and condemnation, real estate and right-of-ways necessary to the approach of the new Spring Street overhead bridge, where said street intersects with the right-of-way of the G. R. & I Railroad tracks, now owned by the Pennsylvania Railroad.

Section 2. That the Comptroller and the Board of Public Works of the City of Fort Wayne, are hereby authorized to contribute finally a sum equal to forty per cent (40%) of the total cost of the land acquisition and right-of-ways necessary for the construction of said Spring Street overhead bridge and that the balance of said moneys expended is to be collected on the following basis, namely: forty per cent (40%) from the County Commissioners of Allen County, Indiana, and twenty per cent (20%) from the Pennsylvania Railroad Company, and that upon the collection of said aforementioned respective amounts, said Comptroller and the Board of Public Works of the City of Fort Wayne are to refund said moneys to Item 965 - North Side Track Elevation Fund.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

HARRY M. McMILLEN

The Ordinance was read the third time in full and on motion was now passed by the following vote:(Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, that the common council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of October, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2057.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 16 day of October 1941

Leonard H. Ellenwood, City Clerk.

Approved this 16 day of October 1941

H. W. Baals, Mayor.

FILED

GENERAL ORDINANCE NO. 2058

AN ORDINANCE CREATING A MUNICIPAL DEFENSE COUNCIL, PRESCRIBING ITS DUTIES AND DECLARING AN EMERGENCY.

WHEREAS, the President of the United States, by Executive Order, signed on May 20, 1941, created the Office of Civilian Defense in the Office for Emergency Management; and

WHEREAS, the Office of Civilian Defense has requested the cooperation and assistance of all municipalities in carrying out the Civilian Defense program; and

WHEREAS, it is desirable to coordinate all municipal defense activity in one municipal agency; Now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. There is hereby created the Municipal Defense Council of the City of Fort Wayne, Indiana, to be composed of the Mayor as Chairman and such other persons, not exceeding eleven (11) in number, as the Mayor may appoint from time to time. The Mayor shall designate one of the members so appointed as Vice Chairman who shall be the Coordinator for the City of Fort Wayne, Indiana. Each member of the Municipal Defense Council shall serve at the pleasure of the Mayor or until the repeal of this ordinance.

Section 2. The Municipal Defense Council shall have full and plenary powers to employ such persons as may be necessary to carry out the functions of the Council. These persons shall be subject, however, to all regulations now provided by law governing this municipality.

Section 3. The Municipal Defense Coundil shall be charged with the duty of coordinating all defense activities of this City.

It shall:

(1) Coordinate the activities of municipal and private agencies cooperating in the defense program;

(2) Keep in contact with the Office of Civilian Defense to the end that all requests and suggestions from that Office shall receive prompt and efficient response;

(3) Conduct studies regarding defense problems of the City of Fort Wayne, Indiana to the end that the municipal government of the City of Fort Wayne will at all times be abreast of the problems of defense, and information desired by Federal agencies will be readily available;

(4) Survey existing facilities, proffers of facilities, services and ideas originating within the city and make appropriate disposition of them;

(5) Act as a clearinghouse on municipal defense information for all governmental and private agencies cooperating in the defense program;

(6) Direct information regarding the defense program to al municipal departments or agencies which are or may be affected thereby;

(7) Make recommendations, from time to time, for improvements in the handling of defense problems affecting the City of Fort Wayne;

(8) Perform such other advisory functions as may be requested by agencies or departments of the Federal Government in connection with the National Defense program.

(9) Do whatever is necessary and proper to carry out the intent and purpose of this ordinance, tending to protect life and property.

Section 4. The Municipal Defense Council may expedite procedure by organizing itself into subcommittees and may subdivide its work and prescribe such rules and regulations as are

not in conflict with the provisions of this ordinance. It shall prescribe the training regulations. It may delegate the authority of preliminary hearings for dismissal of voluntary workers to the heads of Departments.

The Municipal Defense Council may appoint additional committees to meet any emergency that may arise but shall report same promptly to the Council of the City of Fort Wayne, which shall have the authority, at its discretion, to order the discontinuance of such committee. Any person appointed to any position created under this ordinance may be removed by the appointing authority for any reason deemed by it to be sufficient.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PAUL C. WOLF.

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 4th day of November, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2058.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 5th day of November, 1941

Leonard H. Ellenwood, City Clerk.

Approved this 6th day of November, 1941

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2059

AN ORDINANCE supplementing General Ordinance No. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified used; to establish building lines; and for such purposes to divide the city into districts, to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Zoning Map of the City of Fort Wayne, Indiana, which is a part of Ordinance 1436, as provided in Section 3 of said Ordinance, be amended and supplemented as follows:

That the zoning be changed from that of a "B" District to that of an "A" District on the real estate bounded by Fairfield Avenue on the west; the north line of Ewing's Out Lot No. 8 on the north; Hoagland Avenue on the east; and the south line of Ewing's Out Lot No. 8 on the south, including lots numbered 1 to 10, inclusive, facing south on Oakdale Drive and lots numbered 11 to 21, inclusive, facing north on Oakdale Drive, in Shelbourne Place Addition to the City of Fort Wayne, Indiana; and that said territory be and the same is hereby established as, and declared to be, an "A" District.

Section 2. That this Ordinance shall be supplemental and amendatory to Ordinance 1436 known as the Zoning Ordinance of the City of Fort Wayne, Indiana, passed November 13, 1928. All provisions, requirements, restrictions, and penalties of said Ordinance 1436 shall be a part of this Ordinance and this Ordinance shall be a part of Ordinance 1436.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

FRANK W. KING, JR.

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of December, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2059.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 12th day of December, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 12th day of December, 1941

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2060.

AN ORDINANCE CHANGING, AMENDING AND SUPPLEMENTING GENERAL ORDINANCE NO. 1436 AND THE SAME BEING, "AN ORDINANCE ESTABLISHING A ZONING PLAN FOR THE CITY OF FORT WAYNE TO REGULATE AND RESTRICT THE HEIGHTS, AREA, BULK AND USE OF BUILDINGS; TO REGULATE AND DETERMINE THE AREA OF YARDS, COURTS AND OTHER OPEN SPACES; TO REGULATE AND LIMIT THE USE AND INTENSITY OF USE OF LAND; TO CLASSIFY AND REGULATE THE LOCATION OF TRADES, CALLINGS, INDUSTRIES, COMMERCIAL ENTERPRISES AND THE LOCATION OF BUILDINGS DESIGNED FOR SPECIFIED USES; TO ESTABLISH BUILDING LINES AND FOR SUCH PURPOSES TO DIVIDE THE CITY INTO DISTRICTS; TO PROVIDE FOR ADMINISTRATION AND FOR PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AUTHORIZING THE CREATION OF A BOARD OF ZONING APPEALS AND PROVIDING FOR REVIEW OF THE DECISIONS OF SUCH BOARD BY THE COURT. THIS ORDINANCE, AND ORDINANCES SUPPLEMENTAL OR AMENDATORY HERETO, SHALL BE KNOWN AS THE ZONING ORDINANCE OF FORT WAYNE, AS AMENDED THE 13th DAY OF NOVEMBER, 1928"

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications. of Section 2 of the map which is a part of General Ordinance No. 1436 be changed from those of a "C" Destrict to those of an "A" District on the following described real estate, to-wit:

> All the lots and properties bounded on the east by Clinton Street; on the north by Norfolk Avenue; on the west by the first alley west of Clinton Street and on the south by Ludlow Avenue. Also, the lots and properties bounded on the east by Clinton Street; on the north by Ludlow Avenue; on the west by Irvington Avenue and on the south by the south property line of Lot Number 1 in Irvington Park Addition.

and that said area be established as an "A" District.

Section 2. That all provisions, requirements, restrictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

ARNO C. SPIEGEL

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes 9---Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of December, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2060.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 12 day of December, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 12 day of December, 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2061.

AN ORDINANCE changing, amending, and supplementing General Ordinance No. 1436 and the same being, "AN ORDINANCE establishing a zoning plan for the City of Fort Wayne to regulate and restrict the heights, area, bulk and use of buildings; to regulate and determine the area of yards, courts and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This ordinance, and ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended the 13th day of November, 1928."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 4 of the Map which is a part of General Ordinance No. 1436 be changed from those of a "B" district to those of a "D" district on the following described real estate, to-wit:

Lots numbered 413 to 425, both inclusive, in Third Commercial Addition to the City of Fort Wayne, Allen County, Indiana;

Lots numbered 456 to 481, both inclusive, in Third Commercial Addition to the City of Fort Wayne, Allen County, Indiana;

Lots numbered 496 to 549, both inclusive, in Third Commercial Addition to the City of Fort Wayne, Allen County, Indiana;

and that said area be established as a "D" district.

Section 2. That all provisions, requirements, restrictions and penalties of said ordinance No. 1436 shall be a part of this ordinance and this ordinance shall be a part of said Ordinance No. 1436.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

Frank W. King, Jr.

The Ordinance was read the third time in full and on motion was now passed by the following vote (ayes---9, nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of December, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2061.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 12 day of December, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 12th day of December, 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2062.

AN ORDINANCE fixing the salaries, compensation and wages of officers and employees of the City of Fort Wayne, Indiana,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the following officers and employees of the City of Fort Wayne, Indiana, shall receive the following salaries respectively from and after the first day of January 1942, the same to be paid monthly, to-wit:

Assistant Deputy Controller at the rate of Eighteen Hundred ($1800.00) Dollars per year.
Cashier Barrett Law at the rate of Eighteen Hundred ($1800.00) Dollars per year.
Clerk Barrett Law at the rate of Sixteen Hundred Eighty ($1680.00) Dollars per year.
Minute Clerk-Board of Works at the rate of Twelve Hundred Fifteen ($1215.00) Dollars per year.
Stenographer - Board of Works at the rate of Thirteen Hundred Eighty ($1380.00) Dollars per year.
Bookkeeper - Board of Works at the rate of Nineteen Hundred ($1900.00) Dollars per year.
Building Commissioner at the rate of Twenty-four Hundred Sixty ($2460.00) Dollars per year.
Electrical Inspector at the rate of Twenty-two Hundred Fifty ($2250.00) Dollars per year.
Plumbing Inspector at the rate of Twenty-two Hundred Fifty ($2250.00) Dollars per years.
Heating Inspector at the rate of Twenty-two Hundred Fifty ($2250.00) Dollars per years.
Clerk of the Bldg. Department at the rate of Thirteen Hundred Twenty ($1320.00) Dollars per year.
Assistant City Engineer at the rate of Twenty-six Hundred Forty ($2640.00) Dollars per year.
Junior Assistant City Engineer at the rate of Twenty-six Hndred Forty ($2640.00) Dollars per year.
Draftsman at the rate of Nineteen Hundred Eighty ($1980.00) Dollars per year.
Instrument Men at the rate of Nineteen Hundred Eighty ($1980.00) Dollars per year.
Rodman at the rate of Sixteen Hundred Eighty ($1680.00) Dollars per year.
Clerk to Engineer at the rate of Nineteen Hundred Eighty ($1980.00) Dollars per year.
Street Commissioner at the rate of Three Thousand ($3000.00) Dollars per year.
Assistant Street Commissioner at the rate of Twenty-one Hundred ($2100.00) Dollars per year.
Superintendent Asphalt Plant and Paving Chemist at the rate of Three Thousand ($3000.00) Dollars per year.
Inspector Weights & Measures at the rate of Twenty-five Hundred Eighty ($2580.00) Dollars per year.
Weighmaster at the rate of Twelve Hundred Sixty ($1260.00) Dollars per year.
Marketmaster at the rate of Fifteen Hundred Seventy-five ($1575.00) Dollars per year.
Chief of Police at the rate of Thirty-six Hundred ($3600.00) Dollars per year.
Captain of Police at the rate of Twenty-seven Hundred ($2700.00) Dollars per year.
Captain of Detectives at the rate of Twenty-seven Hundred ($2700.00) Dollars per year.
Captain of Traffic at the rate of Twenty-seven Hundred ($2700.00) Dollars per year.
Lieutenant Mechanic at the rate of Twenty-six Hundred Forty ($2640.00) Dollars per year.
Lieutenant at the rate of Twenty-four Hundred ($2400.00) Dollars per year.
Traffic Engineer at the rate of Twenty-two Hundred Eighty ($2280.00) Dollars per year.
Sergeant Mechanic at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.
Detective Sergeant at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.
Sergeant at the rate of Twenty-one Hundred ($2100.00) Dollars per year.
Patrolmen at the rate of Two Thousand Sixteen ($2016.00) Dollars per year.
Secretary to the Chief at the rate of Fifteen Hundred Eighty-four ($1584.00) Dollars per year.
Clerk Traffic Engineer at the rate of Twelve Hundred ($1200.00) Dollars per year.
Superintendent Signal Department at the rate of Thirty-three Hundred ($3300.00) Dollars per year.
Assistant Superintendent Signal at the rate of Twenty-four Hundred ($2400.00) Dollars per year.
Lineman at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.
Electrician at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.
Chief Radio Operator at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.
Fire Alarm Operators at the rate of Two Thousand Sixteen ($2016.00) Dollars per year.
Radio Operator at the rate of Two Thousand Sixteen ($2016.00) Dollars per year.
Radio Operator at the rate of Nineteen Hundred Twenty ($1920.00) Dollars per year.
Fire Chief at the rate of Thirty-six Hundred ($3600.00) Dollars per year.
Battalion Chief at the rate of Twenty-seven Hundred ($2700.00) Dollars per year.
Mechanic at the rate of Twenty-six Hundred Forty ($2640.00) Dollars per year.
Assistant Mechanic at the rate of Twenty-four Hundred ($2400.00) Dollars per year.
Platoon Captains at the rate of Twenty-four Hundred ($2400.00) Dollare per year.
Fire Prevention Captain at the rate of Twenty-two Hundred Eighty ($2280.00) Dollars per year.
Captains at the rate of Twenty-one Hundred Sixty ($2160.00) Dollars per year.
Lieutenants at the rate of Twenty-one Hundred ($2100.00) Dollars per year.
Fire Prevention Lieutenant at the rate of Twenty-one Hundred ($2100.00) Dollars per year.
Firemen at the rate of Two Thousand Sixteen ($2016.00) Dollars per year.

Public Health Nurse at the rate of Fifteen Hundred Sixty ($1560.00) Dollars per years.
Detective Sergeant at the rate of Twenty-two Hundred Twenty ($2220.00) Dollars per year.
Sergeant at the rate of Twenty-one Hundred ($2100.00) Dollars per year.
Sanitary Officers at the rate of Two Thousand Sixteen ($2016.00) Dollars per year.
Investigator at the rate of Two Thousand Sixteen ($2016.00) Dollars per year.

School Nurse at the rate of Fifteen Hundred Sixty ($1560.00) Dollars per year.

Provided however that the salary of any fireman or policeman shall be at the rate of one Hunared Fifty-eight ($158.00) Dollars per month for the first six months of his employment, and at the rate of One Hundred Sixty-three ($163.00)Dollars per month for the second six months of his employment.

Section 2. That this ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

Harry M. McMillen.

THE ORDINANCE was read the third time in full and on motion was now passed by the following vote (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of December, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2062.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 12th day of December, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 12th day of December, 1941.

H. W. Balls, Mayor.

GENERAL ORDINANCE NO. 2063.

AN ORDINANCE APPROPRIATING AND TRANSFERRING THE SUM OF FIFTY THOUSAND DOLLARS ($50,000.00) FROM THE CITY LIGHT AND POWER UTILITY OF THE CITY OF FORT WAYNE, TO THE GENERAL FUND OF THE CITY OF FORT WAYNE, DURING THE YEAR 1942, AND APPROPRIATING SAID SUM TO THE USE OF SAID GENERAL FUND.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1: That there is hereby appropriated from the funds of the City Light and Power Utility the sum of Fifty-Thousand Dollars ($50,000.00) to the General Fund of the City of Fort Wayne, Indiana, for and during the year of 1942.

Section 2: That the Board of Public Works of the City of Fort Wayne, is hereby authorized to transfer from the City Light and Power Utility fund the sum of Fifth Thousand Dollars ($50,000.00) to the General Fund of the City of Fort Wayne, Indiana, said transfer to be made during the year 1942.

Section 3: That said sum of Fifty-Thousand Dollars ($50,000.00) is hereby appropriated to the use of the General Fund of the City of Fort Wayne, Indiana.

Section 4: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Arno C. Spiegel

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day od December, 1941, by a majority vote of all members elect, did pass the ordinance herunto attached, and known as GENERAL ORDINANCE NO. 2063.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 12th day of December, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 12th day of December, 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2064.

AN ORDINANCE relative to the Municipal defense council.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA.

Section 1. That to more fully effect the purposes outlined in General Ordinance Number 2058, authority is conferred on the Mayor of the City of Fort Wayne as Chairman, who shall also be designated as Fort Wayne Director of Civilian Defense, to submit to said Council the roster containing the nominees for the different positions to be filled in developing the personnel of the Civilian Defense, which roster shall be made a matter of permanent record in the official records of the Common Council of the City of Fort Wayne, in the proceedings of either a regular or special meeting of said Council, with authority given to said Chairman and/or Fort Wayne Director of Civilian Defense, to distribute as many of the copies of said proceedings containing said roster to said Civilian Defense personnel as he may determine; that the Mayor, in his official capacity in the operation of said Defense Council, may appoint one or more Coordinators to co-ordinate the various types of activities as grouped and determined by him. That all of the activities set forth in General Ordinance Number 2058 and the within Ordinance, be done in full cooperation with the National Council of Defense, the Indiana State Defense Council and any other Federal, State or local agency, to the end that the defense set-up, will be thoroughly organized and coordinated within the corporate limits of the city of Fort Wayne, Indiana, and to further effect said purpose, the Allen County Defense Director and the eleven (11) members of the Municipal Defense Council of the City of Fort Wayne are hereby made ex officio members of all general committees appointed by the Fort Wayne Director of Civilian Defense.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of the City of Fort Wayne.

Paul C. Wolf

The Ordinance was read the third time in full and on motion was now passed by the following vote(Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

I HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23rd day of December, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2064.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 26th day of December, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 26th day of December, 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2065.

AN ORDINANCE ratifying and approving a certain contract made and entered into by and between THE JOURNAL-GAZETTE COMPANY of Fort Wayne, Indiana, and the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS.

WHEREAS, the City of Fort Wayne, by and through its Board of Public Works, and THE JOURNAL-GAZETTE COMPANY, of Fort Wayne, entered into a certain contract and agreement on the 9th day of December, 1941, by which contract the said Company agrees to print in in the Fort Wayne Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from Januaryl, 1942 until December 31, 1942, and to furnish the party of

the second part One Hundred Twenty-five (125) copies of the Proceedings of each Council meeting, bound in pamphlet form, and to furnish and complete, upon the termination of the contract on December 31, 1942, One Hundred Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is in the following words and figures, to-wit:

C O N T R A C T

THIS AGREEMENT, made and entered into this 9th day of December, 1941, by and between Journal-Gazette Company, Party of the First Part, and the CITY OF FORT WAYNE, ALLEN COUNTY, State of Indiana, by and through its BOARD OF PUBLIC WORKS, Party of the Second part, WITNESSETH:

That the party of the first part covenants and agrees to print in The Fort Wayne Journal-Gazette proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1942 until December 31, 1942, and to furnish the party of the second part, One Hundred Twenty-five (125) copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1942, One Hundred Fifty (150) copies of the proceedings of the entire year, bound together with an index for each of said copies. One Hundred (100) of said copies to be bound with Buchram, and Fifty (50) copies to be bound in cloth.

That party of the first part expressly agrees to perform all the work and furnish all the material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, which specifications are made a part of this Contract, and to the entire satisfaction of the Board of Public Works.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Coundil Proceedings and for publishing the same by the aforementioned Journal-Gazette Company, shall be at the rate of One Dollar and Two Cents ($1. 02) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index, which shall be measured as Two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and the price for publishing all ordinances and other publications required to be made by law, shall be One Dollar and Two Cents ($1.02) per inch, column width, to be measured as the same appear in said paper.

It is further agreed by the parties hereto that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the party of the second part shall have the right to take charge of said work and have the same done and deducted thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosectuion of said work all proper skill will be exercised and the party of the first part agrees to furnish sufficient bond in the sum of Two Thousand ($2,000.00) Dollars, payable to the City of Fort Wayne, Indiana, for the faithful performance of all the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said party of the second part.

IN WITNESS WHEREOF, the foregoing named parties hereunto set their hands and seals the day and year above written.

JOURNAL-GAZETTE COMPANY
By: W.A.Kunkel, Jr., President.
By: A.F.Scherer, Secretary.
Party of the first part.

H. W. Baals, Mayor of the City of Fort Wayne

ATTEST: CITY OF FORT WAYNE, INDIANA By: BOARD OF PUBLIC WORKS
Chas. F. Hess, Secretary. Christ G. Beam
Approved as to legality and form David Lewis.
Walter E. Helmke. Party of the Second Part.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract made and entered into on the 9th day of December, 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, and THE JOURNAL-GAZETTE COMPANY, by the terms of which contract said Company agrees to print in the Fort Wayne Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1942 until December 31, 1942, and to furnish the parties of the second part One Hundred Twenty-five (125) copies of the Proceedings of each Council meeting and bind the same in pamphlet form, and to furnish and complete upon the termination of this contract, on December 31, 1942, One Hundred and Fifty (150) copies of the Proceedings of the entire year, bound together with an index for each of said copies, One Hundred (100) copies to be bound with Buckram and Fifty (50) copies to be bound in cloth, which contract is more specifically set forth in the Preamble hereto, be and the

same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A. Hart.

The Ordinance was read the third time in full and on motion was now passed by the following vote(Ayes---9, Nays---none).

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the23rd day of December, 1941, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2065.

Ben F. Bennett, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 26th day of December, 1941.

Leonard H. Ellenwood, City Clerk.

Approved this 26th day of December, 1941.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2066.

AN ORDINANCE creating a CIVILIAN DEFENSE FIRE DEPARTMENT and a CIVILIAN DEFENSE POLICE DEPARTMENT as amended this 13th day of January 1942.

Section 1. BE IT ORDAINED by the Common Council of the City of Fort Wayne, that authority is hereby conferred upon the Mayor and/or Civilian Defense Director of Fort Wayne and the Board of Public Safety of the City of Fort Wayne to create, and maintain, under the direction of the Chief of the Fort Wayne Fire Department a volunteer or auxiliary Fire Department to co-operate with and under the supervision of the regular fire force of the City of Fort Wayne. In the creation and development of such a volunteer or auxiliary fire force the Board of Safety, consisting of three members, and the Chief of the fire force shall beauthorized to make such appointments that are necessary to fully develop said volunteer fire force as a constructive and effective aid to the regular fire force of the City, that under the authority herein given there shall be adopted a full and complete set of regulations governing the operating and training of saidvolunteer force so as to provide effective and harmonious co-ordination with the fire force of the City.

That authority is hereby conferred upon the Mayor and/or Civilian Defense Director of Fort Wayne and the Board of Public Safety of the City of Fort Wayne to create, organize and maintain, under the direction of the Chief of the Fort wayne Police Department a volunteer or auxiliary Police Force to co-operate with and under the supervision of the regular police force of the City of Fort Wayne. In the creation and development of such a volunteer or auxiliary police force the Board of Safety, consisting of three members, and the Chief of Police shall be authorized to make such appointments that are necessary to fully develop said volunteer police force as a constructive and effective aid to the regular police force of the City, that under the authority herein given there shall be adopted a full and complete set of regulations governing the operating and training of said volunteer force so as to provide effective and harmonious co-ordination with the police force of the City

Section 2. That the Board of Safety in conjunction with the Chief of the fire force and the Chief of Police shall be authorized to set up training schools and accept volunteer enrollment from those acting as Defense Wardens and other desirous of participating in the volunteer fire force and the volunteer police force.

Section 3. That the Board of Safety in conjunction with the Chief of the fire force and the Chief of Police are authorized to determine upon the necessity and advisability of acquiring adequate group or compensation insurance to fully protect the members of the volunteer fire force and the volunteer police force when ordered into active service and take any and all necessary steps to fully protect the interest of the City and those engaged in the contemplated work.

Section4. This Ordinance shall be in full force and effect from and after its passage and full approval by the Mayor.

Section 5. The within Ordinance shall expire upon the termination of the existing war emergency.

The Ordinance was read the third time in full and on motion was now passed by the following note(Ayes---9, Nays---none).
THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of January 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 2066

Paul C. Wolf, President — Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 15th day of January 1942.

Leonard H. Ellenwood, City Clerk.

Approved this 15th day of January 1942.

H. H. Baals, Mayor.

GENERAL ORDINANCE NO.2067

AN ORDINANCE amending Section 5 of General Ordinance No.1660 passed by the Common Council of the City of Fort Wayne, Indiana on April 12, 1932, as amended by General Ordinance No. 1796, passed by the Common Council of the City of Fort Wayne, Indiana, on June 14. 1934, and amending Section 8 of General Ordinance No. 1660, passed by the Common Council of the City of Fort Wayne, Indiana on April 12, 1932, as amended by General Ordinance No. 1727, passed by the Common Council of the City of Fort Wayne, Indiana on April 25, 1933 and as amended by General Ordinance No. 1854, passed by the Common Council of the City of Fort Wayne, Indiana on November 26, 1935, as amended by General Ordinance No. 1921, passed by the Common Council of the City of Fort Wayne, Indiana, on October 26, 1937.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That Section 5 of General Ordinance No. 1660, passed by the Common Council of the City of Fort Wayne, Indiana, on April 12, 1932, as amended by General Ordinance No. 17926, passed by the Common Council of the City of Fort Wayne, Indiana on June 14, 1934, be amended to read as follows:

"Section 5. Contract of Insurance.

"No permit to operate a taxicab in the City of Fort Wayne shall be issued until after the applicant therefore shall have filed with the CLERK OF THE BOARD OF PUBLIC SAFETY of the City of Fort Wayne, Indiana, a contract of insurance as here in after provided for, and until after said Board of Public Safety shall have approved said contract of insurance. Said contract of insurance shall be issued by a reliable insurance company admitted to do business in the State of Indiana, and said contracts of insurance shall be a $20,000.00 to $40,000.00 public liability policy for protection of bodily injury and a contract of insurance of $5,000.00 for property damage. Said contracts of insurance shall provide that they will pay any and all damages imposed by law upon said applicant, or any other person, firm or corporation operating any motor vehicle as a taxicab under said permit or by virtue of the previsions thereof, provided said damages result from bodily injury, including death, and damage to property sustained by any person, firm or corporation during the period covered by said contract of insurance, by reason of the ownership, maintenance, operation or us under said permit, or by virtue of the provisions thereof, of any motor vehicle as a taxicab by any person, firm or corporation whomsoever, regardless of the ownership of such motor vehicle.

"Said contract of insurance shall contain the further provision that the obligations and promises contained therin shall not be affected by any act or omission of the named assured, its agents, employees, bailees or licensees, or any other person, firm or corporation operating any motor vehicle as a taxicab under said permit, or by virtue of the provisions thereof on account of a default in the payment of the premium on said contract of insurance or the giving of any notice required by the provisions thereof or otherwise, or by the insolvency of the assured named therein. It shall further be provided in said contract of insurancethat no cancellation thereof shall become effective for any reason until five (5) days agter written notice of such cancellation shall have been filed with the Clerk of the Board of Safety of said City. The contract of insurance required by the provisions of this Section shall provide that the same shall be in full force and effect from and after the issuance of a permit to the applicant and not permit shall be issued to any applicant therefore unless the contract of insurance hereinabove required shall have been filed with and approved by the Comptroller of said City. After the issuance of such permit, the Comptroller of the City of Fort Wayne shall also deliver to said applicant two (2) metal number plates for each motor vehicle listed in the schedule, filed with said Comptroller,on which plates shall be printed or stanped the words Permit No._____, Car No._____, 19____, Fort Wayne, Indiana, which number plates shall, at all times when said motor vehicle is being operated or used upon any public street, avenue, highway or other public place in said City as a taxicab, be conspicuously displayed on the front and rear thereof. Thereafter the holder of said permit shall, on or before the 31st day

of December in each year pay to said City Comptroller a license fee of Ten Dollars ($10.00) for each motor vehicle to be used in said business for the ensuing year. In the event the holder of any permit desires to transfer any such number plates from the motor vehicle, he shall immediately notify said Comptroller and furnish him with the name of the maker, the serial number and the seating capacity of such motor vehicle to which such number plates are to be transferred. The City Comptroller shall at all times keep on file in his office a list of the motor vehichles operated by the holder of any permit as shown by the list filed at the time said permit was issued, and any change or changes therein noted by said Comptroller, which list shall show the name of the maker, the serial number, and seating capacity of each motor vehicle, and the number assigned thereto on the number plates issued for said motor vehicle.

"Each such contract of insurance shall not contain any provision that no liability shall exist for claims or loss or damage arising as follows: While being operated by any person under the influence of liquor or for the purpose of transporting liquor from one place to another.

"Whenever a permit issued under the provisions of this ordinance shall be cancelled or revoked or surrendered, the holder of such permit shall at the time of such surrender, cancellation or revocation deliver to the City Comptroller of said City all number plates theretofore issued under said permit. If such delivery is made prior to July 1st of any calendar year such holder shall receive from said Comptroller a refund of Five Dollars ($5.00) for each set of number plates so delivered. If said delivery is made after July 1st of any year no refund will be made."

Section 2. That Section 8 of General Ordinance No. 1660, passed by the Common Council of the City of Fort Wayne on April 12, 1932, passed by the Common Council of the City of Fort Wayne on April 25, 1933, and as amended by General Ordinance No. 1854 passed by the Common Council of the City of Fort Wayne, Indiana on November 26, 1935, as amended by General Ordinance No. 1921, passed by the Common Council of the City of Fort Wayne, Indiana on October 26, 1937, be amended to read as follows:

"Section 8. Taxi meters, rates and number of passengers.

(a) From and after passage of the within ordinance, it shall be lawful to operate taxi cabs upon the city streets of the city of Fort Wayne, without taxi meters.

(b) The following rates shall be charged for the carrying of passengers by the taxicabs of the City of Fort Wayne, Indiana:

> For any one passenger, anywhere in the city of Fort Wayne, the rate shall be the sum of thirty-five (35) cents.
>
> Any number of passengers, not exceeding four (4) shall be carried from the same point of origin to the same point of destination for one (1) fare, and for each passenger in excess of four (4), an additional fare shall be charged and collected at the rate of fifteen (15) cents per additional passenger; provided that an additional fare of ten (10) cents shall be charged and collected for each and every interim stop for discharge of passengers.
>
> Provided further that the number of taxi cabs to be licensed under this ordinance for operation as such within the City of Fort Wayne, shall at no time exceed one (1) taxicab for each Two Thousand (2,000) inhabitants within said City of Fort Wayne, Indiana.
>
> No passenger shall be admitted into any taxi cab when the same is occupied or in the service of a passenger or passengers.
>
> It shall be unlawful for any person, firm or corporation owning, operating or controlling the operation of any taxicab to charge or collect a lesser or

greater fare than that hereby prescribed. Each taxi cab shall have posted in a conspicuous place in letters of legible size, a schedule of the rates or fares provided by this ordinance.

(c) From and after the passage of the within ordinance it shall be lawful to operate taxicabs upon the city streets of the City of Fort Wayne, Indiana without governors.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

The Ordinance was read the third time in full and on motion was now passed by the following vote(Ayes 9___Nays___none

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY,That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13th day of January, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO.2067

Paul C. Wolf, President

Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 15th day of January 1942.

Leonard H. Ellenwood, City Clerk.

Approved this 15th day of January 1942.

H. H. Baals, Mayor.

GENERAL ORDINANCE NO.2068

An Ordinance creating a Bureau of Smoke Abatement and the position of smoke inspector and assistants, prescribing the duties and salaries; creating a Smoke Abatement Commission and prescribing its duties and powers; regulating the emission of smoke and other solids, gases or fumes from any chimney, stack or other source within the corporate limites of the City of Fort Wayne, Indiana; and prescribing penalties for the violation of the provisions therein, as amended this 27th day of January 1942.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

BUREAU OF SMOKE ABATEMENT ESTABLISHED

Section 1. There is hereby established a Bureau of the municipal government of the municipal government of the City of Fort Wayne whick shall be known as the Bureau of Smole Abatement. The said Bureau shall embrace a SMOKE ABATEMENT COMMISSION composed of the Secretary of the Board of Health as Chairman, the Building Commissioner, the City Attorney, the Smoke Inspector, and the Chairman of the Board of Public Works.

The Mayor of the City of Fort Wayne shall appoint a Smoke Abatement Advisory Board consisting of five (5) members. They shall serve without compensation and shall be appointed for a term of four (4) years, excepting that of the initial board, two members shall serve for one year, one member for two years, one member for three years and one member for four years. They shall be persons of good reputation and who have been actively identified with the development and improvement of the City of Fort Wayne.

The Boark shall elect its own chairman, who shall serve for one year. The Smoke Inspector shall be a member of this board ex officio. The boark shall adopt, from time to time, such rules and regulations as it may deem necessary to carry into effect the provisions of this ordinance. Meetings of the board shall be held at the call of the chairman, and at such other times as the board may determine. Such chairman, and at such other times as the board may determine. Such chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of wit-

nesses. The Board shall keep minutes of its proceedings and keep records of its examinations and other official actions. The Smoke Abatement Advisory Board shall meet at least twice a year with the Smoke Abatement Commission.

SMOKE INSPECTOR _ QUALIFICATIONS

Section 3. The Smoke Inspector shall be qualified by technical training in the theory and practice of heating, power and fuel burning epquiment. He shall also be experienced in and thoroughly familiar with the design, construction and operation of steam boilers and furnaces and in the theory and practice of smoke prevention and abatement.

SMOKE INSPECTOR _ APPOINTMENT

Section 2. The Smoke Inspector shall be appointed by the Mayor of the City of Fort Wayne and shall hold office until his successor is appointed and has qualified. He is to be paid a salary of Twenty Four Hundred dollars ($2400.00) per year.

SMOKE INSPECTOR _ DUTIES

Section 4. It shall be the duty of the Smoke Inspector to supervise and carry on and to execute the laws, ordinances, rules and regulations pertaining to Smoke Abatement and to supervise the examination and the approval of plans as have been submitted to the Heating Inspector of all heating, power and fuel burning installations and of all smoke prevention and abatement installations installed in any building, or on any premises within the jurisdiction of the City of Fort Wayne.

SMOKE ABATEMENT COMMISSION _ DUTIES

Section 5. It shall be the further duty of the Smoke Abatement Commission, at its discretion, to make inspections for the purpose of verifying the physical condition of equipment in any fuel burning plant.

It shall further be the duty of the Smoke Abatement Commission within the limits of the appropriation or budget provided for the operation of the Bureau of Smoke Abatement, to disburse such money as may be necessary to pay for the services of persons ap ointed or employed by said Commission in said Bureau; pay such other expenses, including the purchase price of suitable apparatus and equipment as maybe proper in the operation of the Bureau, and pay such expenses as may be nexessary in the enforcement of the regulations provided for in the Act.

OTHER EMPLOYES

Section 6. Other employees, such as deputy smoke regulation engineers, inspectors and clerks, shall have had such experience as required for the particular service for which they are employed. All other employees shall be appointed from time to time by the SMOKE ABATEMENT COMMISSION.

EMISSION OF DENSE SMOKE

Siction 7. The emission of dense smoke within the city from the smokestack of any derrick, pile driver, tar kettle, kiln or other similiar machine or contrivance, or from any open fire, or from the smokestack or chimney of any building, locomotive, roundhouse or premises, except for a period of or periods aggregating nine minutes or less of a density of No. 3 smoke as defined by the Ringelmann Chart, or sex minutes or less of a density in excess of No. 3 smoke as defined by the Ringelmann Chart in any one hour, is prohibibited and is hereby declared to be a nuisance and may be

6 OAHP

summarily abated by the Smoke Inspector or by anyone whom he may duly authorize for such purpose. Such abatement may be in addition to the fine hereinafter provided. For the purpose of grading the density of smoke, the Ringelmann Chart, as now published and used by the United States Bureau of Mines, which is hereby made a part of this ordinance by reference shall be the standard. Smoke shall be considered dense when it is equal to or of greater density than No1 3 of said chart. Any person, firm or corporation owning, operating or in charge or control of any derrick, pile driver, tar kettle, kiln or other similar machine or contrivance, or any open fire or any smokestack or chimney of any building, locomotive, roundhouse or premises controlled by or in charge or control of him, her or them, except for a period of or periods not exceeding in the aggregate nine minutes of a density of No. 3 smoke as defined by the Ringelmann Chart, or not exceeding in the aggregate six minutes of a density in excess of No. 3 smoke as defined by the Ringelmann Chart in any one hour, shall be deemed guilty of a misdemeanor and shall be fined as hereinafter provided for each offense; and each emission of dense smoke in violation of the provisions of this section shall constitute a separate offense for each and every day on which such violation shall continue. All persons participating in any such violation, either as owners, proprietors, lessees, agents, tenants, manager, superintendents, engineers, firemen or janitors, or otherwise, shall severally be liable therefore and subject to the penalties fixed by this ordinance.

SOOT, NOXIOUS GASES, FLYASH

Section 8. No person or persons, firm or corporation shall cause, permit or allow the escape from any smoke stack or chimney into the open air of such quantities of ash dust, soot cinders, acid or other fumes dirt, or other material or noxious gases in such place or manner as to cause injury, detriment, nuisance or annoyance to any person or persons or to the public or to endanger the comfort and repose, health or safety of such any person or persons or the public or in such manner as to cause or have a natural tendency to cause enjury or damage to business or property.

Any person or persons, firm or corporation causing, permitting or allowing the escape from any smoke stack or chimney into the open air of such quantities of ash, dust, soot, cinders, acid or other fumes, dirt or other material or noxious gases, in such place or manner as to cause injury, detriment, nuisance or annoyance to any person or persons or to the public or in such manner as to cause or have a natural tendency to cause injury or damage to business or property, shall be deemed guilty of a violation of this Section, and each violation of the provisions of this Section shall constitute a separate offense for each and every day upon which such violation shall continue. All persons participating in any violation of this provision, either as owners, proprietors, lessees, agents, tenants, managers, superintendents, engineers, firemen or janitors or otherwise shall be severally liable therefore, and to the penalties fixed in this article.

VIOLATIONS - PROSECUTIONS

Section 9 Prosecutions for all violations of this article shall be instituted by the Smoke Inspector and shall be prosecuted in the name of the City of Fort Wayne upon the advice and consent of the SMOKE ABATEMENT COMMISSION and the SMOKE ABATEMENT ADVISORY BORARD.

PENALTY

Section 10. Any person, persons, firm or corporation violating any of the provisions of this ordinance, or the regulations adopted by the SMOKE ABATEMENT COMMISSION and the SMOKE ABATEMENT ADVISORY BOARD, shall be fined not less than Ten Dollars ($10.00) and not more than One Hundred Dollars ($100.00) for each offense.

Section 11. Said ordinance sahll be in full force and effect from and after its passage by the Common Council of the City of Fort Wayne, approval by the Mayor, and legal publication thereof.

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---8---Nays---none.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of January, 1942 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. ~~2032~~ 2069.

Edward H. Fisher, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 30th day of January, 1942

Leonard H. Ellenwood, City Clerk.

Approved this 27th day of February 1942.

H. W. Baals, Mayor.

GENERAL ORDINANCE NO. 2069

AN ORDINANCE modifying cooperation Agreement between the City of Fort Wayne and the Housing Authority of the City of Fort Wayne.

WHEREAS, The Housing Authority of the City of Fort Wayne, Indiana and the City of Fort Wayne entered into an Agreement under date of June 23, 1941 providing, among other things, for the elimination of substandard dwelling units in connection with the development of USHA-Aided low-rent housing Project Nos. IND-3-1A and IND-3-3; and

WHEREAS, the present national emergency has resulted in a shortage of housing accommodations for persons residing within the City of Fort Wayne, Indiana; and

WHEREAS, it may be necessary to defer the elimination of unsafe or insanitary dwelling units required in connection with the development of USHA-Aided low-rent housing project Nos. IND-3-1A and IND-3-3;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the City of Fort Wayne shall enter into a modification of the Cooperation Agreement entered into between said City of Fort Wayne and the Housing Authority of theCity of Fort Wayne, Indiana under date of June 23, 1941, which modification shall be in substantially the following form:

MODIFICATION OF COOPERATION AGREEMENT

The Cooperation Agreement entered into between the City of Fort Wayne and The Housing Authority of the City of Fort Wayne, Indiana, is hereby modified by deleting therefrom all of Paragraph (2) and inserting in lieu thereof the following:

"(2) In consideration therefor the City agrees that, as a part of such project, it will eliminate by compulsory repair or improvement on the part of the owner, or by demolition, condemnation or effectine closing, a number of unsafe or insanitary dwelling units within its jurisdictional limits, at least equal in number to the number of dwelling units to be provided in said Project to be undertaken by the Authority, less the number, if any, of unsafe or insanitary dwelling units which will be eliminated on the site or sites of the Project by the Authority during the development thereof, but in no event to exceed Ninety-six (96) unsafe or insanitary dwelling units; and the City further agrees that, with respect to each Project, a number of such unsafe and insanitary dwelling units equal to at least the number of new dwelling units constructed

6016

in such Project will be so eliminated within one year after the date when such Project is ready (substantially in its entirety) for occupancy; Provided, however, that with the approval of the United States Housing Authority the elimination of unsafe or insanitary dwelling units required here-under may be deferred until such time as the shortage of decent, safe, or sanitary housing accommodations available to families of low income is no longer so acute as to force dangerous overcrowding of such families. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partly in one of these ways and partly in another:

(a) By inducing private owners voluntarily to repair and improve such dwellings so as to make them safe and sanitary; or
(b) By inducing private owners voluntarily to demolish or effectively close such dwelling units; or
(c) By causing the compulsory repair or improvement, demolition, or effective closing of such unsafe and insanitary dwelling units; or
(d) By demolishing dwelling units which are on land acquired by the City, including demolition of such dwelling units on land purchased for such Profect uses.

In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from the date hereof; provided, however, that there shall not be included as the whole or any part os such elimination, the elimination of unsafe or insanitary dwelling units undertaken (a) by the Authority on the site of the low-rent housing project identified as USHA Aided Project No. IND-3-1, and (b) by the City off the site of the said USHA Project No. IND-3-1 in accordance with the provisions of a certain Agreement entered into between the City and the Authority on the 22nd day of December, 1939. For the purpose of this Agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, lack of ventilation or sanitation facilities, or any combination of these factors, it is detrimental to safety, health or morals."

IN WITNESS WHEREOF, the City of Fort Wayne and The Housing Authority of the City of Fort Wayne, Indiana, have respectively caused this modification of the Cooperation Agreement to be duly executed in triplicate as of the _____day of _____, 1942.

CITY OF FORT WAYNE, INDIANA

By_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

THE HOUSING AUTHORITY OF THE CITY OF FORT WAYNE, INDIANA

By_____
Chairman

(SEAL)

ATTEST

_____
Secretary-Treasurer

Section 2. That the Mayor of the City of Fort Wayne on behalf of the City of Fort Wayne, is hereby authorized and directed to execute in triplicate a modification of the Cooperation Agreement entered into between the City of Fort Wayne and The Housing Authority of the City of Fort Wayne, Indiana in substantially the form set forth in Section 1 hereof, and the Clerk of the City of Fort Wayne is hereby authorized and directed to impress the corporate seal of the City of Fort Wayne thereon and to attest the same.

Section 3. This Ordinance shall be in full force and effect from and after its passage.

Frank W. King Jr.

Edward H. Fisher
Presiding Officer

ATTEST:

Leonard H. Ellenwood, City Clerk

Presented by me to the Mayor of the City of Fort Wayne on the 12th day of February, 1942 at the hour of 4:30 o'clock P.M.

Leonard H. Ellenwood, City Clerk

This Ordinance was approved and signed by me on the 12th day of February, 1942 at the hour of 4:35 o'clock P.M.

H.W.Baals, Mayor of the City of Fort Wayne

The Ordinance was read the third time in full and on motion was now passes by the following vote:

(Ayes----8----Nays----none.)

GENERAL ORDINANCE NO. 2070

AN ORDINANCE creating a Civilian Defense Communications & Signal Department.

Section 1 - BE IT ORDAINED by the Common Council of the City of Fort Wayne that authority is hereby conferred upon the Mayor and/or Civilian Defense Director of Fort Wayne and the Board of Public Safety of the City of Fort Wayne to create, organize and maintain, under the direction of the Superintendent of the Fort Wayne Signal Department a volunteer or auxilliary Communication & Signal Department to co-operate with and under the supervision of the regular Signal Department of the City of Fort Wayne. In the creation and development of such a volunteer or auxilliary Communication & Signal Department the Board of Safety, consisting of three members, and the Superintendent of Signal Service shall be authorized to make such appointments that are necessary to fully develope said volunteer Communication & Signal Department as a constructive and effective aid to the regular Signal Department of the City, that under the authority herein given there shall be adopted a full and complete set of regulations governing the operating and training of said volunteer Department so as to provide effective and harmonious coordination with the Signal Department of the City.

Section 2 - That the Board of Safety in conjunction with the Superintendent of Signal Service shall be authorized to set up training schools and accept volunteer enrollment from those acting as Defense Wardens and others who, by Vocation and Technical Training along limes of Communication, Signal, and Electrical Work are fitted for, and desirous of participating in the Volunteer Communication & Signal Department.

Section 3 - That the Board of Safety in conjunction with the Superintendent of Signal Service are authorized to determine upon the necessity and advisibility of acquiring adequate group or compensation insurance to fully protect the members of the volunteer Communications & Signal Department when ordered into active service and take any and all necessary steps to fully protect the interest of the City and those engaged in the contemplated work.

Section 4 - This Ordinance shall be in full force and effect from and after its passage and full approval by the Mayor.

Section 5 - The within Ordanance shall expire upon the termination of the existing war emergency.

Edw. H. Fisher, Vice President

The Ordinance was read the third time in full and on motion was now passed by the following vote (Ayes---7, Nays---none.)
THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of February, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 2070.

Edw. H. Fisher, Vice President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 28th day of February, 1942.

Leonard H. Ellenwood, City Clerk.

Approved this 28th day of February, 1942.

H.W.Baals, Mayor

GENERAL ORDINANCE NO. 2071

AN ORDINANCE authorizing the Board of Public Works of the City of Fort Wayne to sell certain obsolete equipment, scrap iron and steel of the Street Department of the City of Fort Wayne.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the Board of Public Works be and hereby is authorized to sell the following obsolete equipment, scrap iron and steel, to-wit:

1 - 1925 Model T. Ford Chassis

1 - Old Loading Conveyor

1 - Old Horse Mower

2 - Old Wagons

1 - Large Tank, 42" diameter, 13 ft. long

Approximately 15 tons Scrap Iron and Steel.

That said Board of Public Works, through the City Attorney, file in the Circuit Court, a petition for the appointment of appraisers to appraise said property.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Ben F. Bennett

The Ordinance was read the third time in full and on motion was now passed by the following vote(Ayes- -7,Nays---none.)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of February, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2071.

Edward H. Fisher, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 28th day of February, 1942.

Leonard H. Ellenwood, City Clerk.

Approved this 28th day of February, 1942.

H.W.Baals, Mayor.

GENERAL ORDINANCE NO. 2072.

AN ORDINANCE regulating traffic of the City Streets of the City of Fort Wayne, Allen County, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1: It shall be unlawful for the operator of any vehicle to park such vehicle between the hours of 7:00 o'clock A.M. and 6:00 o'clock P.M. of any day excepting Sundays and public holidays, longer than one hour in any two hours in the following places:

a. On the south side of Columbia Street, from the East lime of Barr Street to the West lime of Clay Street.

Section 2: Any person, firm or corporation violating this ordinance, shall, upon conviction, be fined in a sum not to exceed Three Hundred Dollars ($300.00).

Section 3: This ordinance shall be in full force and effect from and after its passage, approval b the Mayor and legal publication thereof.

Arno C. Spiegel.

The Ordinance was read the third time in full and on motion was now passed by the following vote(Ayes---7, Nays---none.)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of February, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2072.

Edward H. Fisher, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 28th day of February, 1942.

Leonard H. Ellenwood, City Clerk.

Approved this 28th day of February, 1942.

Harry W. Baals, Mayor.

GENERAL ORDINANCE NO. 2073.

AN ORDINANCE Prescribing War Time Suspending Ordinances in Conflict Therewith.

WHEREAS, The President of the United States on January 20, 1942 approved Public Act No. 403 of the 77th Congress, advancing the standard time of each time zone one hour for the duration of the present war, and for six months thereafter; and

WHEREAS, the President in approving such law No. 403 requests that the new time be designated as "War Time"; and

WHEREAS, the City of Fort Wayne wishes to cooperate with the Federal Government in the War Program by making all helpful changes in existing ordinances and methods of business; and

WHEREAS, the efficient transaction of the government of the City of Fort Wayne makes it necessary that all time requirements prescribed by ordinance, rule, or regulation be changed so as to conform to the new "War Time" established by Public Law 403, now therefore,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. OFFICIAL TIME PRESCRIBED: Central Standard Time, as established by Public Law 403 of the 77th Congress of the United States shall be the official time within the City of Fort Wayne for the transaction of all city business. All legal or official proceedings of the City Council and all official business of the City of Fort Wayne shall be regulated in accordance with the provisions of this section. When, by ordinance, resolution, or action of any municipal officer or body, an act must be performed at or within a prescribed time, it shall be performed according to the official time as herein prescribed.

Section 2. OFFICIAL TIME TO BE DESIGNATED "WAR TIME ". Official time of the City of Fort Wayne as prescribed in Section 1 hereof shall be designated as Central Standard War Time in all official use by all officers and employees of the City of Fort Wayne.

Section 3. This ordinance shall cease to be in effect six months after the termination of the present war or at such earlier date as the Common Council of the City of Fort Wayne shall by ordinance designate, and at 2:00 o'clock antermeridian of the last Sunday in the calendar month following the calendar month during which this ordinance ceases to be in effect, the standard time of the City of Fort Wayne shall be returned to the standard time heretofore existing prior to the passage of the within ordinance.

Section 4. SUSPENSION OF CONFLICTING ORDINANCES, ORDERS, RULES AND REGULATIONS: All existing ordinances, orders, rules and regulations of the City of Fort Wayne are hereby suspended insofar as they may be inconsistent with the provisions of this ordinance, and General Ordinance 1408 passed by the Common Council of the City of Fort Wayne on April 10, 1928, is hereby specifically suspended while the within ordinance remains in effect.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Harold A. Hart.

The Ordinance was read the third time in full and on motion was now passed by the following vote Ayes ---9, Nays---none.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of March, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 2073.

Paul C. Wolf, President Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 14th day of March, 1942.

GGAHd

Leonard H. Ellenwood, City Clerk.

Approved this 14th day of March, 1942.

Harry W. Baals, Mayor.

GENERAL ORDINANCE NO. 2074

AN ORDINANCE defining Civilian Defense "Control System", "Control Center" and "Insignia" of Civilian Defense Wardens and Volunteers.

Section 1. BE IT ORDAINED by the Common Council of the City of Fort Wayne that there is estblished as a part of the Municipal Council of Defense and/or the Fort Wayne Council of Civilian Defense a "Control System" and "Control Center" in conformity to and in line with the "Control System" and "Control Center" recommended and outlined by the United States Office of Civilian Defense (hereinafter referred to ao "OCD"); that the Commander of said "Control Center" shall be appointed by the Mayor and/or the Civilian Defense Director of the City of Fort Wayne.

Section 2. That in setting up said "Control Center" the chart of the "COD" shall be considered part of said system and within the terms of this Ordinance with the right conferred upon the Director of Civilian Defense and/or the Commander to make necessary revisions and changes so as to make said "Control Center" conform to the local needs and requirements; that the said Commander of the "Control Center" shall, under the terms of said outline issued by the "OCD" and reflected in their chart, and revisions therein, establish the following units: "Fire Department", "Police Department", "Wards Division", Emergency Medical Division", Emergency Public Works", and "Emergency Utilities Service", all to be integrated with each other and under the supervision of the Commander of said "Control Center". That each of the units with and by the consent of the Commander of said "Control Center". That each of the units with and by the consent of the Commander of the "Control Center" shall be authorized to organize each of said units within the limits outlined in the said "Control Center " chart or to make necessary revisions or additions to make the unit responsive to local requirements.

Section 3. That the Commander of the "Control Center" shall determine within the requirements of the "OCD" the training required for the personnel within the various units and shall, at his discretion and within the terms of "OCD" with whatever local modifications are requisite, supervise and control and direct the distribution of the prescribed "Insignia" to the various members of the personnel of the different units comprising and making up the "Control Center". No one except a duly accredited member serving within one of the units of the "Control Center" shall be authorized to wear or use in any way, directly or indirectly, any of the "Insignia" appertaining to any of the units, or any other "Insignia" as officially designated by the "Control Center" for the signal and/or communication system, or any other "Insignia" of Civilian Defense without first having the full authorization and approval from the Commander of the "Control Center", and the Commander of the "Control Center" shall be authorized to delegate to his aides in any unit under rules prescribed to him, the supervision and distribution of said "Insignia". Any wearing or use of said "Insignia" or any emblem used by any of the personnel in any of the units under the "Control Center" by any person not authorized to so use and wear any of said emblems shall be deemed a violation of the within Ordinance and subject to all the rules and regulations covering the misuse of

of any emblem or "Insignia" peculiar to or appertaining to the "Control System" or the extended organization of the "OCD" and/or the Municipal Council of Defense and/or the Fort Wayne Civilian Defense Council.

Section 4. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor of the City of Fort Wayne.

Harry M. McMillen

The Ordinance was read the third time in full and on motion was now passed by the fowwowing vote (Ayes 9... Nays - none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24th day of March, 1942, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERALL ORDINANCE NO. 2074.

Paul C. Wolf, President. Leonard H. Ellenwood, City Clerk.

Presented to the Mayor for approval on the 26th day of March, 1942.

Leonard H. Ellenwood, City Clerk.

Approved this 26th day of March, 1942.

H. W. Baals, Mayor.

~~APPROPRIATION ORDINANCE NO.~~ 1151

An Ordinance appropriating the sum of Twenty Thousand Dollars ($20,000.00) to Item 261A, War Emergency and Civilian Defense Account.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

Section 1. That the sum of Twenty Thousand Dollars ($20,000.00) be and the same is hereby appropriated to Item 261A, War Emergency and Civilian Defense Account, and that the said sum of money be expended by the Mayor and/or the Civilian Defense Director of the City of Fort Wayne, Indiana for the purchase of necessary materials and supplies and other needs of civilian defense as may be necessary for Civilian Defense in the City of Fort Wayne, Indiana.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval of the Mayor.

JOHN HOELLE

APPROVED BY ME

LOUIS F. CROSBY
CONTROLLER

The Ordinance was read the third time in full and on motion was now passed by the following vote: (Ayes---9---Nays---0---)

WE HEREBY CERIIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22nd day of December, 1942, by a majority vote of two-thirds of all the members elect, did pass the ordinance hereunto attached, and known as APPROPRIATION OTFINSNVR NO. 1151

PAUL C. WOLF
PRESIDENT

LEONARD H. ELLENWOOD
CITY CLERK

Presented to the Mayor for approval on the 23 day of December, 1942.

LEONARD H. ELLENWOOD
CITY CLERK

Approved this 23 day of December, 1942.

H. W. BAALS
MAYOR


McM

STUD NUMBER
184
M72959

Mc MILLAN

RECORD BOOK

PAT. NOS. 1745684, 1634345
1763073, 1759426, 1640087
THIS PATENT STAMP MUST NOT BE COVERED
MANUFACTURED BY
Mc MILLAN BOOK CO.